



Amendment No.6
Contract No. NA170000145
for
The Smart Trips Program
Between
Alta Planning +Design, Inc.
and the
City of Austin, Texas

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective February 18, 2021 to February 18, 2022. Zero options remain.
- 2.0 The total contract amount is increased by \$375,000.00 for the extension period. The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 05/18/2017– 05/17/2019	\$600,000	\$600,000
Amendment No.1: Add Proposal for Smart Trips, Big Jump Project Austin 11/20/2017	\$0.00	\$600,000
Amendment No. 2: Administrative Increase 11/05/2018	\$61,000.00	\$661,000.00
Amendment No. 3 Administrative Increase 02/18/2019	\$89,000.00	\$750,000.00
Amendment No. 4: Option 1 Extension 05/18/2019	\$375,000.00	\$1,125,000.00

Amendment No. 5: Option 2 -Early Extension 02/18/2020-02/17/2021	\$375,000.00	\$1,500,000.00
Amendment No. 6: Option 3- Extension 02/18/2021-02/17/2022	\$375,000.00	\$1,875,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Signature & Date  1/11/21

Printed Name: Natalie Lozano, Vice President, as duly authorized
Authorized Representative

Alta Planning+Design, Inc.
711 SE Grand Avenue
Portland, OR 97214
503-230-9862

natalielozano@altaplanning.com

Signature & Date:

JAMES T HOWARD
Signature & Date 

Digitally signed by JAMES T HOWARD
DN: cn=JAMES T HOWARD, o=CITY OF AUSTIN,
ou=FINANCE,
email=JIM.HOWARD@AUSTINTEXAS.GOV, c=US
Date: 2021.01.15 13:45:13 -06'00'

James T. Howard, Procurement Specialist IV
City of Austin Purchasing Office



Amendment No. 5
to
Contract No. NA170000145
For
The Smart Trips Program
between
Alta Planning + Design, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective February 18, 2020, to February 17, 2021. One option remains.
- 2.0 The total contract amount is increased by \$375,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/18/2017 – 05/17/2019	\$600,000.00	\$600,000.00
Amendment No. 1: Add Proposal for Smart Trips, Big Jump Project Austin 11/20/2017	\$0.00	\$600,000.00
Amendment No. 2: Administrative Increase 11/05/2018	\$61,000.00	\$661,000.00
Amendment No. 3: Administrative Increase 02/18/2019	\$89,000.00	\$750,000.00
Amendment No. 4: Option 1 - Extension 05/18/2019 – 05/17/2020	\$375,000.00	\$1,125,000.00
Amendment No. 5: Option 2 - Early Extension 02/18/2020 – 02/17/2021	\$375,000.00	\$1,500,000.00

- 3.0 MBE/WBE goals were established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Printed Name: Natalie Lozano
Authorized Representative

Signature & Date:

Erin D'Vincent 2-10-2020
Erin D'Vincent, Procurement Supervisor
City of Austin
Purchasing Office

Alta Planning + Design, Inc.
711 SE Grand Avenue
Portland, OR 97214
503-230-9862
natalielozano@altaplanning.com



Amendment No. 4
to
Contract No. NA170000145
For
The Smart Trips Program
between
Alta Planning + Design, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective May 18, 2019, to May 17, 2020. Two options remain.
- 2.0 The total contract amount is increased by \$375,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/18/2017 – 05/17/2019	\$600,000.00	\$600,000.00
Amendment No. 1: Add Proposal for Smart Trips, Big Jump Project Austin 11/20/2017	\$0.00	\$600,000.00
Amendment No. 2: Administrative Increase 11/05/2018	\$61,000.00	\$661,000.00
Amendment No. 3: Administrative Increase 02/18/2019	\$89,000.00	\$750,000.00
Amendment No. 4: Option 1 - Extension 05/18/2019 – 05/17/2020	\$375,000.00	\$1,125,000.00

- 3.0 MBE/WBE goals were established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Natalie Lozano 3/12/19
Printed Name: Natalie Lozano, Vice President, as duly authorized
Authorized Representative

Signature & Date: Erin D'Vincent
Erin D'Vincent, Procurement Supervisor
City of Austin.
Purchasing Office 5-8-19

Alta Planning + Design, Inc.
711 SE Grand Avenue
Portland, OR 97214
503-230-9862
natalie@altaplanning.com



Amendment No. 3
To
Contract No. NA170000145
For
The Smart Trips Program
Between
Alta Planning + Design, Inc.
And the
City of Austin

- 1.0 The total Contract amount is hereby administratively increased by \$89,000.00. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/18/17 – 05/17/19	\$600,000.00	\$600,000.00
Amendment No. 1: Add Proposal for Smart Trips, Big Jump Project Austin 11/20/17	\$0.00	\$600,000.00
Amendment No. 2: Administrative Increase 11/05/18	\$61,000.00	\$661,000.00
Amendment No. 3: Administrative Increase 02/18/19	\$89,000.00	\$750,000.00

- 2.0 MBE/WBE goals apply to this contract.
- 3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:

Natalie Lozano 2/19/19

Printed Name: Natalie Lozano
Authorized Representative, Vice President

Alta Planning + Design, Inc.
711 SE Grand Avenue
Portland, OR 97214

Signature & Date:

Marian Moore 3/11/19

Printed Name: Marian Moore

Title: Procurement Specialist III
City of Austin Purchasing Office



Amendment No. 2
To
Contract No. NA170000145
For
The Smart Trips Program
Between
Alta Planning + Design, Inc.
And the
City of Austin

- 1.0 The total Contract amount is hereby administratively increased by \$61,000.00. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/18/17 – 05/17/19	\$600,000.00	\$600,000.00
Amendment No. 1: Add Proposal for Smart Trips, Big Jump Project Austin 11/20/17	\$0.00	\$600,000.00
Amendment No. 2: Administrative Increase 11/05/18	\$61,000.00	\$661,000.00

- 2.0 MBE/WBE goals apply to this contract.
- 3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:

12/18/18

Printed Name: Carolyn Sullivan
Authorized Representative
Vice President, as duly authorized

Alta Planning + Design, Inc. 711
SE Grand Avenue Portland, OR
97214

Signature & Date:

12.18.18

Printed Name: Erin T. Vincent

Title: Procurement Supervisor
City of Austin Purchasing Office



Amendment No. 1
To
Contract No. NA170000145
For
The Smart Trips Program
Between
Alta Planning + Design, Inc.
And the
City of Austin

1.0 The City hereby amends the above referenced Contract With the following:

1.1 Add the following to Section 1.6 Clarifications and Additional Agreements:

1.6.3 The Contractor shall provide services related to the Big Jump Project Austin as proposed in Exhibit A – Proposal for Smart Trips, Big Jump Project Austin.

1.2 Add Exhibit A – Proposal for Smart Trips, Big Jump Project Austin.

2.0 The total Contract amount is unchanged. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/18/17 – 05/17/19	\$600,000.00	\$600,000.00
Amendment No. 1: Add Proposal for Smart Trips, Big Jump Project Austin 11/20/17	\$0.00	\$600,000.00

3.0 MBE/WBE goals apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.


Signature & Date:

 11/20/17

Printed Name: Katie Mangle
Vice President, as duly authorized

Alta Planning + Design, Inc.
711 SE Grand Avenue Portland, OR 97214

Signature & Date:

 11/21/17

Printed Name: Sandy Wirtanen

Title: Procurement Specialist IV
City of Austin Purchasing Office

Smart Trips | Biking Encouragement, Education, Empowerment | Big Jump Project Austin



Big Jump Behavior Change Goal: Support people in progressing “up the rungs of the ladder” through a sequence of stages for growing biking confidence – from nervous novice to transportation cyclist.

SCOPE OF SERVICES

This describes supplemental services to the Smart Trips contract with the Contractor (Alta Planning + Design). The Contractor’s subcontractor (Bike Austin) shall perform the additional biking education services described herein. Comparable services may be substituted, as directed by ATSD, to meet the goals of each phase below.

Budget: \$10,000 Funded by ATD, Active Transportation and Street Design Division

Metric: Acceptance by ATSD of the deliverables below, on behalf of ATD/COA.

I. **Planning: Big Jump Encouragement and Education Campaign**

The Big Jump Campaign staff at ATSD will work with Bike Austin, during the planning stage, to define the most effective education activities and define specific tasks, for each stage below, within the budget scoped.

Deliverables:

- Subcontractor (Bike Austin) shall coordinate 3 meetings with Big Jump program staff, Active Transportation and Street Design (ATSD) Division, ATD to define the specific planning tasks.
- Subcontractor shall be available for consultation on the Big Jump project with City staff by phone and email as the City deems necessary to develop campaign plan collaboratively with ATSD, which reflects and sequences activities of the City, partners, and community nonprofits.
- Subcontractor shall further define the role of Bike Austin for bicycle encouragement and education relative to The Big Jump Project.

Budget:

- Mercedes Feris, Executive Director - \$34.38/hour
- Michelle Le Blanc, Education Director - \$21.60/hour
- Hours billed for this phase not to exceed \$1000 (Approximately 16 hours x 2 people)

II. **Education: Early Stage**

These activities will educate and support individuals at the “interested but concerned” stage of becoming transportation cyclists. Specific activities will support three stages of participation engagement. Stage 1: Contemplation, Stage 2: Preparation, Stage 3: Take a 10-minute bike ride.

Deliverables:

- **The Subcontractor shall provide the Contractor with a log of consultations:** Log showing contacts with individual residents of Smart Trips Austin neighborhoods, with contact information. Goal: 100 consultations will be provided, by phone, email, or in person. To be completed by 1/31/18.
- **The Subcontractor shall provide Pre-Event Education:** To be distributed through all ST communications channels (e.g. newsletter, website, social media posts), prior to each ST program cycling encouragement event (up to six scheduled), which provides specific coaching to help people feel prepared and ready to participate in events. To be completed by 1/31/17
- **The Subcontractor shall distribute information about Love to Ride** to ST area residents through ST communication channels. These messages shall be delivered Nov. 20 – Dec. 15, after the Love to Ride Austin website goes live Nov. 20. By 1/31/18 the Subcontractor shall have at least 100 ST area residents signed up on the Love to Ride app. The Subcontractor shall encourage each of the 100 residents to record that they have gotten to the stage of logging a 10-minute bike ride.

Budget:

- Mercedes Feris, Executive Director - \$34.38/hour
- Michelle Le Blanc, Education Director - \$21.60/hour
- Hours billed for this phase not to exceed \$3000 (Approximately 50 hours x 2 people)

III. Education: Smart Trips Biking Encouragement Events supplemental activities

Participant Stage 4: Ride occasionally (social and/or recreational trips)

Note: This expands the power of the Smart Trips bike events included in core contract

Deliverables:

- The Subcontractor shall be on site at least 1 hour immediately before each ST biking encouragement event. Prior to each ride, the Subcontractor shall provide participants with
 - 1) riding instruction (basic reviews and on-street city cycling skills) by League-certified instructors,
 - 2) helmet fitting, and basic bike repair services (e.g. fix-a-flat and brake adjustments)
 - 3) bicycle repair and maintenance services by providing and engaging bike mechanics, as needed.
- The Subcontractor shall create a DIY version of up to six ST bicycling encouragement events: Create a DIY version. The Subcontractor shall assist ATSD to collaboratively create and distribute digital communications (e.g. via newsletter, website, social media) depicting the ride route, with details in order to encourage people to do the same ride on their own time, if they can't make the event. (Envisioned: ST program postcards will have the website link to DIY version.)

Budget:

- Mercedes Feris, Executive Director - \$34.38/hour
- Michelle Le Blanc, Education Director - \$21.60/hour
- (Approximately 36 hours x 2 people)
- League Certified Instructor - \$75/ hour + \$50/each additional hour (Approximately 12 hours)
- Hours billed for this phase not to exceed \$3000

IV. Education: Late Stage

Participant Stage 5: Ride regularly (take a first transportation trip)
Participant Stage 6: Take commute trips (weekly transportation cyclist) becoming “enthused and confident”

Deliverables:

- The Subcontractor shall provide the Contractor with a list of at least 6 group rides on city streets (preferably including high- and medium-comfort bikeways as shown on Austin Bike Map) hosted by other organizations, near or in the Smart Trips area before 1/31/18, suitable for novice transportation cyclists. Promote the rides to ST area residents through multiple communications channels. If residents contact Bike Austin to sign up for these additional group rides, the Subcontractor shall provide a Smart Trips Ambassador at those rides.
- The Subcontractor shall create a DIY version of up to six ST bicycling encouragement events. The Subcontractor shall assist ATSD to create and distribute digital communications (e.g. via newsletter, website, social media) depicting the ride route, with details, to encourage people to do the same ride on their own time, if they can’t make the event. (Envisioned: ST program postcards will have the website link to DIY version.)

Budget:

- Mercedes Feris, Executive Director - \$34.38/hour
- Michelle Le Blanc, Education Director - \$21.60/hour
- (Approximately 32 hours x 2 people)
- League Certified Instructor - \$75/ hour + \$50/each additional hour (Approximately 18 hours)
- Hours billed for this phase not to exceed \$3000



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

May 18, 2017

Alta Planning + Design, Inc.
Jessica Roberts
Principal
711 SE Grand Avenue
Portland, OR 97214
jessicaroberts@altaplanning.com

Dear Ms. Roberts:

The Austin City Council approved the execution of a contract with your company for the Smart Trips Program in accordance with the referenced solicitation.

Responsible Department:	Austin Transportation Department
Department Contact Person:	Tien-Tien Chan
Department Contact Email Address:	Tien-Tien.Chan@austintexas.gov
Department Contact Telephone:	512-974-7939
Project Name:	Smart Trips Program
Contractor Name:	Alta Planning + Design, Inc.
Contract Number:	MA 2400 NA170000145
Contract Period:	24 Months with Three 12-Month Extension Options
Dollar Amount	\$600,000
Extension Options:	\$300,000 per Extension Option
Requisition Number:	17010400189
Solicitation Type & Number:	RFP MMO0302
Agenda Item Number:	18
Council Approval Date:	May 4, 2017

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Marian Moore
Procurement Specialist II
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
ALTA PLANNING + DESIGN, INC. ("Contractor")
FOR
THE SMART TRIPS PROGRAM
MA 2400 NA170000145**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Alta Planning + Design, Inc. having offices at 711 SE Grand Avenue, Portland, OR 97214 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number MMO0302.

1.1 This Contract is composed of the following documents:

- 1.1.1 This document
- 1.1.2 The City's Solicitation, Request for Proposal (RFP), MMO0302 including all documents incorporated by reference
- 1.1.3 Alta Planning + Design, Inc.'s Offer, dated February 15, 2017, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This document
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$600,000 for the initial Contract term and \$300,000 for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

- 1.6.1 Section 0300, Standard Purchase Terms and Conditions, Subsection 31.B shall be replaced in its entirety by the following:

"THE CONTRACTOR SHALL INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS, SUITS, AND ACTIONS (INCLUDING, COSTS, EXPENSES, JUDGMENTS, AND REASONABLE ATTORNEY FEES INCURRED BY THE CITY IN DEFENDING THE SAME) RESULTING FROM OR CAUSED BY THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, OR ANY OTHER INDIVIDUAL

AUTHORIZED TO ACT ON THE CONTRACTOR'S BEHALF AS IT RELATES TO THIS AGREEMENT, OR IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM."

1.6.2 Section 0400, Supplemental Purchase Provisions shall be amended as follows:

1.6.2.1 Section 0400, Subsection 2.B.i.(1)(b) stating "Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage" is hereby removed in its entirety. The following statement is hereby added to Section 0400, Subsection 2.B.i.

"Contractor shall provide City with immediate notice of any policy cancellation notices issued by its insurance carrier throughout the term of the agreement."

1.6.2.2 Section 0400, Subsection 2.B.iv. titled "Media Professional Liability" and corresponding paragraphs is replaced in its entirety by the following:

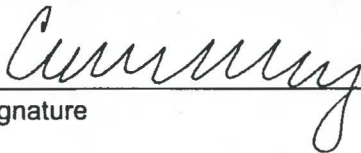
"Professional Liability Insurance. The Contractor shall provide coverage, at a minimum limit of \$500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract."

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

ALTA PLANNING + DESIGN, INC.



Signature

Carolyn Sullivan

Printed Name of Authorized Person


Vice President, as duly authorized

Title

5-17-17

Date

CITY OF AUSTIN



Signature

JONATHAN DALCHAU

Printed Name of Authorized Person

PROCUREMENT SPECIALIST, IV

Title

5/18/2017

Date



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: MMO0302

DATE ISSUED: January 30, 2017

REQUISITION NO.: 17010400189

COMMODITY CODE: 91896

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Marian Moore

Buyer II

Phone: (512) 974-2062

E-Mail: marian.moore@austintexas.gov

Jonathan Dalchau

Senior Buyer Specialist

Phone: (512) 974-2938

E-Mail: jonathan.dalchau@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Smart Trips Program

PRE-PROPOSAL CONFERENCE TIME AND DATE: Thursday,
February 9, 2017 at 3:00 PM (CST)

LOCATION: 124 W. 8th Street, Suite 335.1, Austin, TX 78701
Pre-proposal Remote Conference Phone Number: 512-974-9300
Enter the following code when prompted: 895571

PROPOSAL AND COMPLIANCE PLAN DUE PRIOR TO:
Tuesday, February 28, 2017 at 2:00 PM (CST)

PROPOSAL CLOSING TIME AND DATE:
Tuesday, February 28, 2017 at 2:15 PM (CST)

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,
please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MMO0302	Purchasing Office-Response Enclosed for Solicitation # MMO0302
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL, AND 1 ELECTRONIC COPY (FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	4
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete & return	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION – Complete & return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Complete & return	27
ATTACHMENT A	EXCEPTIONS FORM	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A. OFFER AND AWARD SHEET

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Alta Planning + Design, Inc.

Company Address: 711 SE Grand Avenue

City, State, Zip: Portland, OR 97214

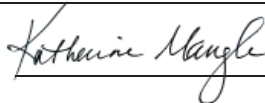
Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative:

Katie Mangle

Title: Vice President

Signature of Officer or Authorized Representative:



Date: February 15, 2017

Email Address: westbids@altaplanning.com

Phone Number: (503) 230-9862

*** Proposal response must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

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- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by two (2) weeks prior to the Solicitation closing date. Submissions may be made via email to marian.moore@austintexas.gov, or via fax to (512) 974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:

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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iv. **Media Professional Liability:** The Contractor shall provide coverage with a minimum limit of \$500,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for libel, slander, defamation, copyright, title and slogan infringement, piracy, plagiarism, and invasion of privacy in the conduct of business. Additionally, the coverage shall cover patent infringement liability.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (d) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

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- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Transportation Department
Attn	Accounts Payable
Email	atdaccountspayable@austintexas.gov
Address	3701 Lake Austin Blvd.
City, State Zip Code	Austin, TX 78703

- B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
6. **RETAINAGE:** The City will withhold ten (10) percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.
7. **RECYCLED PRODUCTS:**
- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.
8. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

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- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

9. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Transportation Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Transportation Department building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Transportation Department building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

10. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: RFP MMO0302**

Austin, Texas 78767

11. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the initial term of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. The City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

12. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

13. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and

**CITY OF AUSTIN
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agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Tien-Tien Chan - Austin Transportation Department

3701 Lake Austin Boulevard, Austin, TX 78703

512-974-7939

tien-tien.chan@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK
SMART TRIPS PROGRAM
SOLICITATION NO.: RFP MMO0302**

1. PURPOSE

The City of Austin (City) is seeking proposals from a qualified Contractor to implement another phase of the Smart Trips Austin program to launch an informational campaign to encourage citizens to use alternative transportation. The next phase, Phase III, the City is targeting a neighborhood with an estimated 10,000 households.

Smart Trips Austin (STA) is a transportation encouragement program that aims to reduce single occupant vehicle trips and increase trips taken by foot, bike, bus or shared car within target neighborhood areas. STA kicked off with a pilot program in North Austin reaching over 27,000 community members. This pilot program resulted in a 2.2% decrease in driving trips and an 11.8% increase in active trips. Phase II focused on a neighborhood of 12,600 residents in Central Austin. Results of Phase II are still pending.

STA program websites are: <https://austintexas.gov/page/smarttrips> and <http://smarttripsaustin.org/>.

The contract will be jointly funded by the City's Transportation Department and Capital Metropolitan Transportation Authority (Capital Metro).

This Scope of Work generally describes the types of services that shall be provided by the Contractor, along with proposed enhancements or deletions. The City reserves the right to amend the contract as the Program develops and/or on an as-needed basis.

2. CONTRACTOR QUALIFICATIONS

- 2.1 The Contractor shall have a minimum of three (3) years of prior experience in community-based social marketing and/or individualized social marketing.
- 2.2 The Contractor shall have a minimum of three (3) years of experience in quantitative and qualitative research and program evaluation.
- 2.3 The Contractor shall have completed a minimum of three (3) projects that are similar in scope and complexity to the program described herein.

3. CONTRACTOR'S RESPONSIBILITIES

3.1 Planning and Development

- 3.1.1 The Contractor shall work with the City to develop a comprehensive approach and resource allocation plan and to develop the organizational structure to support the program. This shall include at a minimum:
 - 3.1.1.1 Develop a plan with the City team to best utilize their resources
 - 3.1.1.2 Develop a reporting and reviewing structure
 - 3.1.1.3 Create and manage a Smart Trips team of staff and volunteers
 - 3.1.1.4 Work with City staff to develop a training program for the Smart Trips team. The City team may be available to conduct motivational interview training, travel training, database training, and other Smart Trips program delivery training.
- 3.1.2 The Contractor shall organize a kick-off meeting to review and finalize the planning and development details with the City.

3.2 Community Outreach and Marketing

- 3.2.1 The Contractor shall use the established STA website, Facebook page, Twitter account, hashtag, and logo for this phase of the program.

**CITY OF AUSTIN
SCOPE OF WORK
SMART TRIPS PROGRAM
SOLICITATION NO.: RFP MMO0302**

3.2.2 The Contractor shall develop a community outreach and marketing plan, which shall include at a minimum:

- 3.2.2.1 An overall communication plan for the program, social media strategy and channel development, press strategy and media relations, and advertising strategy and development. Communication plan shall include a print and/or electronic newsletter
- 3.2.2.2 Collaborate with the City team to identify and reach out to district council, neighborhood associations, local businesses, residential property managers, residential and business associations, other public agencies, advocacy and community groups
- 3.2.2.3 Physical mailings, print news, and other local marketing means
- 3.2.2.4 Identify the software application that will be used to track and fulfill participant orders and motivational interviews
- 3.2.2.5 Translate materials for one additional language

3.3 Data Strategy

3.3.1 The Contractor shall develop a data collection and evaluation strategy, which shall include at a minimum:

- 3.3.1.1 Baseline data collection that is consistent with Austin's pilot and Phase 2 programs
- 3.3.1.2 Data collection throughout programming
- 3.3.1.3 Post program evaluation
- 3.3.1.4 Other means of collecting valuable information for reporting
- 3.3.1.5 Identify the software application that will be used for data collection and database management throughout the project, including tote bag orders and order fulfillment as well as baseline and post-program data.

3.4 Collateral and Events Planning

3.4.1 The Contractor shall work with the City team to develop collateral and program events, which shall include at a minimum:

- 3.4.1.1 Working with the City team to identify materials that will be provided to residents/employees in the target neighborhoods, including materials that might be donated by other agencies or organizations (e.g., transit maps)
- 3.4.1.2 Work with the City team to identify any materials from prior programs that can be used
- 3.4.1.3 Work with the City team to obtain incentives from local vendors (e.g. free offerings or discount coupons)
- 3.4.1.4 Purchase high-quality incentives (e.g. bike lights, pedometers, tote bags)
- 3.4.1.5 Develop and print up to five informational pieces (e.g. neighborhood maps, stroll maps, walk/bike safety brochures)

**CITY OF AUSTIN
SCOPE OF WORK
SMART TRIPS PROGRAM
SOLICITATION NO.: RFP MMO0302**

- 3.4.1.6 Work with the Smart Trips team and local organizations to develop high quality community-based walking, biking, and transit programs. Utilize the programs from prior phases if appropriate. Utilize existing community events if appropriate.
- 3.4.1.7 Assume that the City team will provide a minimum of two activities per month at no cost to the selected Vendor.

3.5 Program Launch

- 3.5.1 The Contractor shall implement the plans developed in Paragraphs 3.1 - 3.4, which shall also include:
 - 3.5.1.1 Perform initial marketing, outreach, and mailings
 - 3.5.1.2 Assemble, fulfill and deliver tote bags as requested
 - 3.5.1.3 Coordinate with the City team to ensure appropriately timed marketing to complement program events
 - 3.5.1.4 Perform all program events in a professional and polished manner
 - 3.5.1.5 Perform additional marketing pushes for tote bag requests as needed

3.6 Wrap-Up

- 3.6.1 The Contractor shall conduct a program close-out process, which shall include at a minimum:
 - 3.6.1.1 Prepare and deliver thank you notes to program participants, staff, and volunteers
 - 3.6.1.2 Perform participant surveys and survey reminders as needed
 - 3.6.1.3 Create and deliver a final program report documenting major steps of the program, successes, lessons learned, results of data collection, and recommendations. Data shall include but should not be limited to: number of households contacted; response rate; volume of materials distributed by type; pre and post program evaluation
 - 3.6.1.4 Host a post-program debrief with the City team
- 3.6.2 The wrap-up tasks shall be completed within three (3) months of completion of tasks included in Paragraph 3.5.

3.7 Continuing Support

- 3.7.1 The Contractor shall provide continued support throughout the Contract term to neighborhoods that have participated in the STA program in the past, which shall include at a minimum:
 - 3.7.1.1 Continuing evaluation of previous program participants
 - 3.7.1.2 Periodic outreach and events planning

4. CITY'S RESPONSIBILITIES

- 4.1 The City team will identify the final geographic boundaries of the Smart Trips program.
- 4.2 The City team will provide support for Smart Trips team training – including motivational interview training, travel training, database training, and other program delivery training.

**CITY OF AUSTIN
SCOPE OF WORK
SMART TRIPS PROGRAM
SOLICITATION NO.: RFP MMO0302**

- 4.3 The City team will provide the contractor access to the Smart Trips website, Facebook page, Twitter account, hashtag, and log.
- 4.4 The City team will provide support in identification of and outreach to the district council, neighborhood associations, local businesses, residential property managers, residential and business associations, other public agencies, advocacy, and community groups.
- 4.5 The City team will provide background materials on Smart Trips pilot and Phase 2 programs to provide guidance on consistent data collection.
- 4.6 The City team will provide the contractor access to collateral materials remaining from prior Smart Trips programs.
- 4.7 The City team will provide support in obtaining incentives from local vendors.
- 4.8 The City team will provide a minimum of two activities per month during programming period.

5. DELIVERABLES/MILESTONES

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Comprehensive Approach and Resource Allocation Plan	Detailed Plan as outlined in 3.1	Within two weeks of Kick-off meeting	100% Compliance	3.1
Community Outreach and Marketing Plan	Detailed Plan as outlined in 3.2	Within two weeks of Kick-off meeting	100% Compliance	3.2
Data Strategy Plan	Detailed Plan as outlined in 3.3	Within three weeks of Kick-off meeting	100% Compliance	3.3
Collateral Items	Collateral items developed, purchased, printed, etc.	At least one month before first mailings	100% Compliance	3.4
Program Events Calendar	Detailed programming calendar with confirmed leads	At least one month before first mailings	100% Compliance	3.4
Program Delivery	Delivery all aspects of program as identified in plans listed above	By the end of program period	95% Compliance	3.5
Final Program Report	As detailed in 3.6	Within 3 months of completion of 3.5	100% Compliance	3.6
Continuing support	As detailed in 3.7	Prior to end of program period	100% Compliance	3.7

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NO.: MMO0302**

1. PROPOSAL FORMAT

Submit one (1) original and one (1) flash drive that contain an exact electronic replica of the Proposal. The original Proposal shall contain original ink signatures by a person authorized to sign on behalf of the Offeror. Proposals shall be typed on standard paper and have consecutively numbered pages. Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500 – Scope of Work and any additional information you deem necessary to evaluate your proposal.

Tab 1 – Executive Summary

Provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal.

Tab 2 – City of Austin Purchasing Documents

Complete and submit the following documents:

- A. Offer and Award Sheet
- B. Section 0605 - Local Business Presence Identification Form
- C. Section 0700 - Reference Sheets (minimum of 3)
- D. Section 0800 - Non-Discrimination and Non-Retaliation Certification
- E. Section 0835 - Non-Resident Bidder Provisions
- F. Completed and Signed MBE/WBE Procurement Program Compliance Plan
- G. Addendums

Tab 3 – Authorized Negotiator

Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Tab 4 – Approach, Methodology and Work Plan:

- A. Approach and Methodology. Describe the approach and methodology to be employed, underlying philosophies that inform the approach/methodology, organizational values, and the result intended and desired. Provide details on how your approach/methodology will result in consensus on a list of priorities and meet or exceed the requirements described in the Scope of Work.
- B. Work Plan.
 - (1) Provide a detailed narrative of your proposed work plan for accomplishing the Scope of Work. Include a timeline that provides a breakdown of the work by task. Include project deliverables provided in the Scope of Work and any other proposed milestones and deliverables as well as meetings, City responsibilities, etc.
 - (2) Proposed Project Team. Provide an organizational chart that include names and titles of all professional personnel including the Project Manager who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this project. Specify project leadership, team personnel, and reporting responsibilities. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

You may include infographics such as charts or graphs to depict timelines, tasks, milestones, deliverables, etc.

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Tab 5 –Experience & Qualifications:

Provide the following information.

- A. Full name and address of your company; identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate and how long your company has been in business.
- B. Corporate Experience and Qualifications. Describe your firm's and any subcontracting firm's background in community-based social marketing and/or individualized social marketing, quantitative and qualitative research and program evaluation and/or other areas relevant to the Scope of Work.
- C. Personnel Experience and Qualifications. Provide resumes or bios for all individuals who will provide services under the Contract including subcontractors. Describe each individual's experience and competencies in designing/delivering strategic planning sessions, adaptive strategic planning techniques, meeting facilitation, or other skills and knowledge related to the Scope of Work. Include details, such as educational background, position title, number of years with your firm, awards, past employment, etc.
- D. Client References. Provide three complete and verifiable references related to the Scope of Work in size, scope and complexity. Reference contacts must be aware that they are being used and agreeable to follow-up by the City. Do not include experience unless personnel assigned to this project actively participated. Do not include experience prior to 2000.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide services described in the Scope of Work.

At minimum, reference information should include:

- (1) Client/agency name
- (2) Contact name (agency project manager), telephone, and email
- (3) Project name
- (4) Year project took place and length of project
- (5) Project budget
- (6) Project description
- (7) Personnel assigned to project and their role in the project
- (8) Example work products such as maps, materials, summary reports

Tab 6 – Cost:

Provide a breakdown of cost according to the tasks proposed in your Work Plan. Within each task, itemize cost of personnel, supplies, materials, travel, and other direct costs. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of all work products. Refer to Paragraph 14 (Travel Expenses) in Section 0300, Standard Purchase Terms & Conditions.

Breakdown of personnel costs should include the hourly rate for project personnel and the number of hours proposed for each task.

Include a total project cost schedule. Your method of costing may or may not be used but should be described.

Total project cost should not exceed \$300,000. Optional, suggested task items may be included beyond the \$300,000 maximum.

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Example:

Task 1	Description	Total Cost
Jane Smith, Project Manager	4 hours * \$100/hour	\$400
Bob Jones, Marketing Consultant	3 hours * \$50/hour	\$150
Printing	24 reports * \$75	\$1,800
	Subtotal Task 1	\$2,350
Task 2	Description	Total Cost
Jane Smith, Project Manager		
Bob Jones, Marketing Consultant		
Travel		
	Subtotal Task 2	

Tab 7 – Exceptions to the Proposal: Include this form in your Proposal package (Attachment A)

The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

2. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

3. PROPOSAL ACCEPTANCE PERIOD:

All Proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the Solicitation closing date unless a longer acceptance period is offered in the Proposal.

4. PROPRIETARY INFORMATION:

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must

**CITY OF AUSTIN
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be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

5. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

6. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

7. EVALUATION FACTORS AND AWARD:

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors:

All Proposals will be evaluated based on the following criteria and rankings.

- | | |
|---|------------------|
| (1) Approach, Methodology and Work Plan (Tab 4): | 40 points |
| (2) Experience and Qualifications (Tab 5): | 30 points |
| (3) Cost (Tab 6) | 20 points |
| (4) Local Business Presence: | 10 points |

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Proposer or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

Points will be awarded through a combination of the Proposer's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Proposer's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Proposer or Subcontractor(s) have a local business presence. Local Business Presence shall be scored according to this table:

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

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- (5) **Optional Presentations and Demonstrations.** The City will score Proposals on the basis of the criteria listed above. The City may select a “short list” of Offerors based on those scores. “Short-listed” Offerors may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score “short-listed” Proposals as a result, and to make award recommendations on that basis.

CITY OF AUSTIN:

Smart Trips Program

SOLICITATION MMO0302

February 28, 2017



PREPARED BY:
Alta Planning + Design

IN ASSOCIATION WITH:
Cultural Strategies
Bike Austin

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February 28, 2017

City of Austin
Purchasing Office
124 W. 8th Street, Room 308
Austin, TX 78701

711 SE Grand Avenue
Portland, OR 97214
(503) 230-9862
www.altaplanning.com



Re: Proposal for MMO0302 City of Austin Smart Trips Program

Dear Ms. Moore and Members of the Selection Committee:

If there's one thing that gets Austinites' blood boiling, it's traffic congestion. Inching along in cars on crowded streets and highways is no fun for anyone, but in Austin it has become a crisis. Public outcry has led to the passage of the 2016 Mobility Bond and the floodgates are about to open on a diverse and welcome set of solutions. Professionals know, though, that to solve congestion, we can't just expand roads—we also have to help people pick up the car keys less often.

That's easier said than done, especially in Texas, where car culture is alive and kicking. Stories from Portland, Oregon and pictures from Washington D.C. would fall flat. What Austin needs is a home-grown program that's customized for local culture, needs, and values. As Central Austinites will soon find out, that's exactly what they'll have the chance to experience this Fall when the third round of Smart Trips comes to visit.

As North America's leading Smart Trips consultancy, Alta Planning + Design will deliver a stellar and well-managed program that attracts participation and transforms travel behavior. We have joined forces with Cultural Strategies and Bike Austin, whose deep local know-how and relationships will open doors and complement our national expertise. Our commitment to local investments extends to our expenses; all print, mailhouse, and incentive vendors will be local, with 41% of the budget dedicated to local firms.

Our team offers you several unique benefits, including the following:

- **Behavior-change expertise.** This project team specializes in evidence-based transportation behavior change programs. Recently, we have engaged in a number of internally-funded R&D projects with our internal MPH-led Public Health group. You can have confidence that your project will be based on evidence and best practices, leading to both efficiency and effectiveness.
- **Cultural competency and thoughtful engagement.** We know that sensitivity around housing prices and demographic changes is at an all-time high, particularly in central neighborhoods. Cultural Strategies will guide us through a stakeholder process that navigates these conversations in a thoughtful and respectful way, and will develop an outreach and marketing plan that can speak to all residents, no matter who they are or how long they have lived in the neighborhood.
- **We have outstanding staff expertise and capacity.** Our full-service team includes four full-time Smart Trips program experts, as well as web developers who can build mobile-enabled websites, trained analysts who can tell the story of the impact of your program, and talented graphic designers who can create visually engaging and dynamic collateral. This means that you will have our full attention and a deep skill set, even during crunch time.

I hope you will contact our references to hear first-hand how we have delivered outstanding Smart Trips programs to thousands of households throughout North America. We look forward to doing the same for Austin through this contract. Please contact Jessica Roberts at (503) 230-9862 or jessicaroberts@altaplanning.com with any questions about our proposal.

Sincerely,

A handwritten signature in blue ink that reads "Jessica Roberts". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

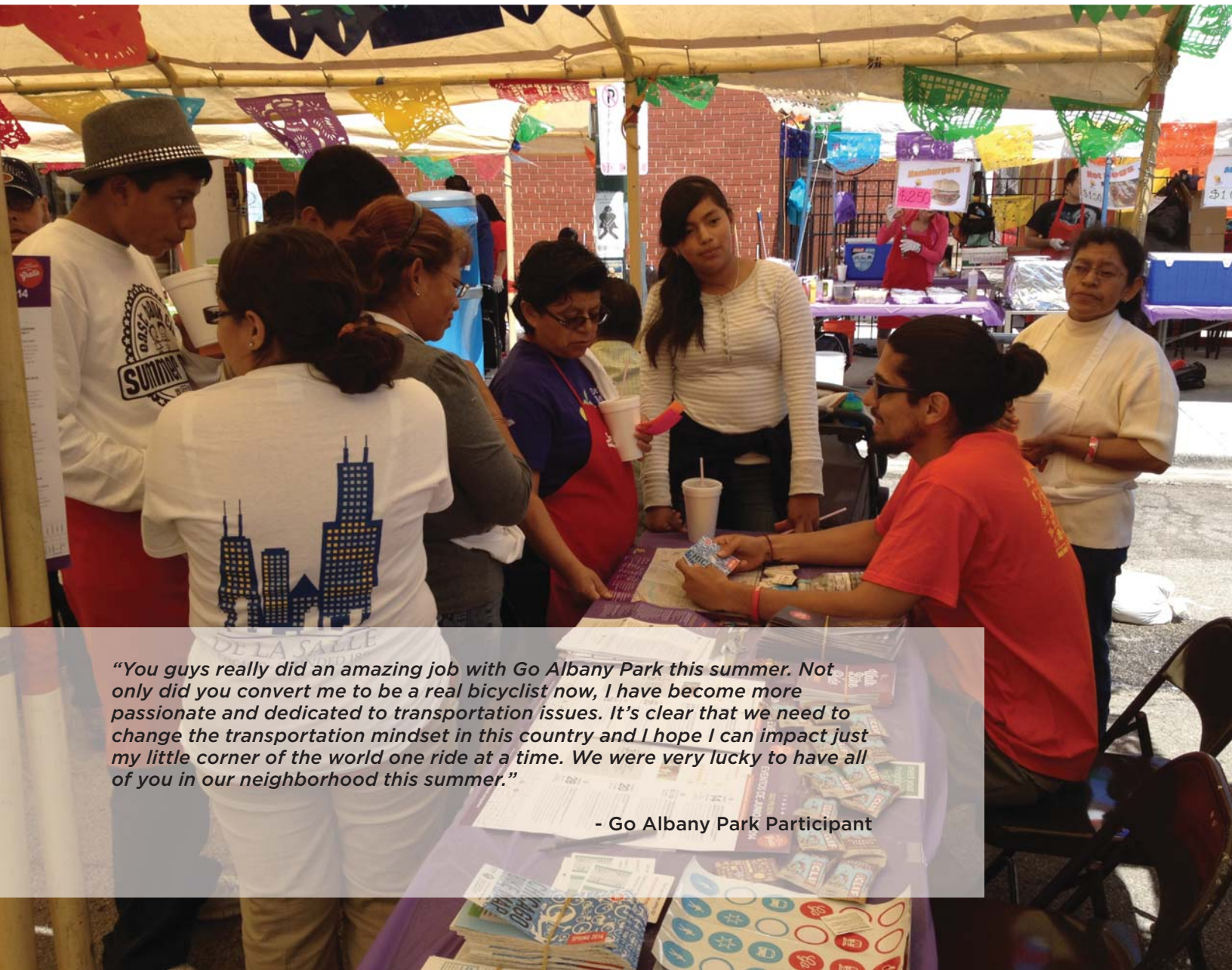
Jessica Roberts, Principal

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TAB 1. EXECUTIVE SUMMARY



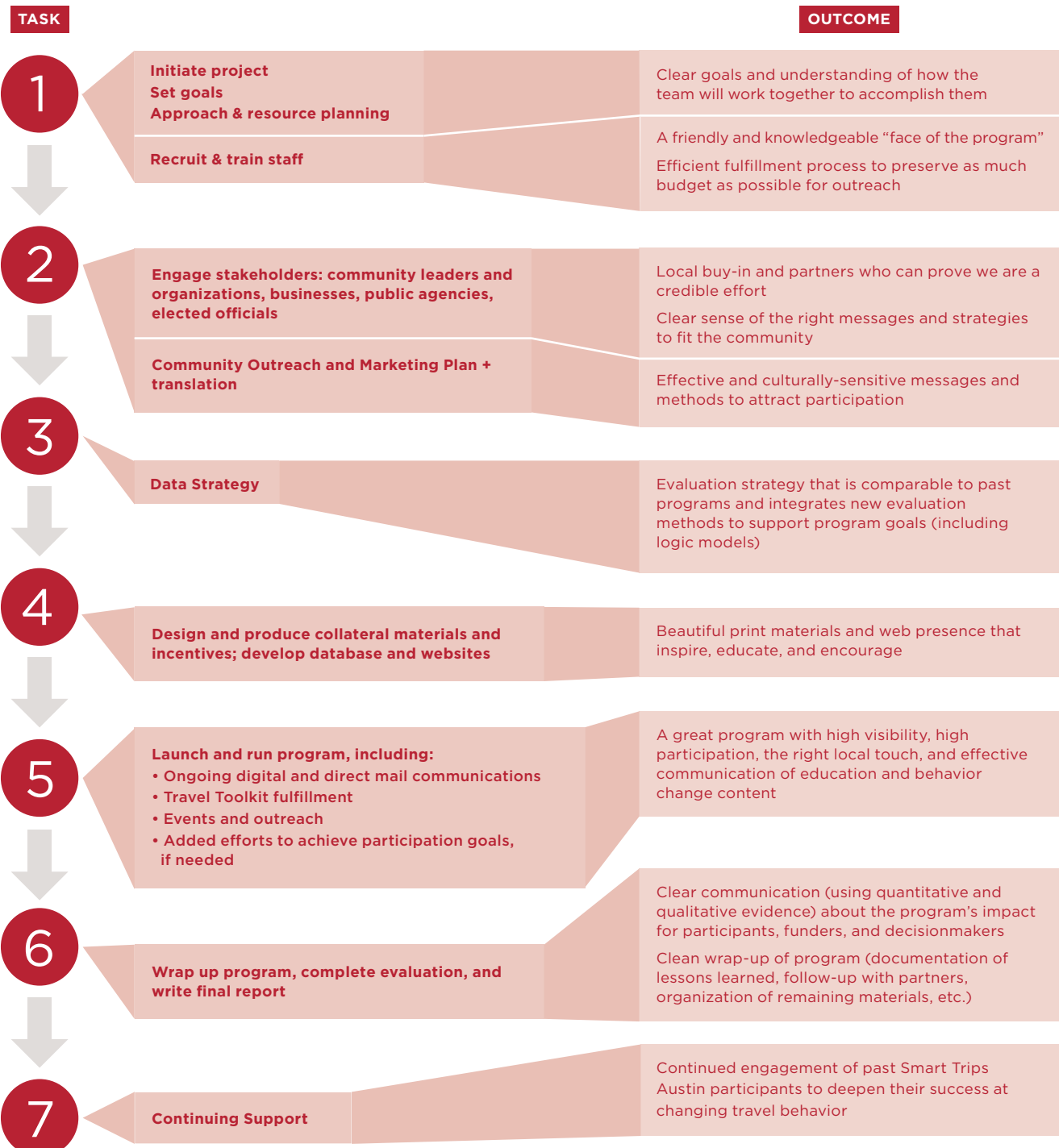
"You guys really did an amazing job with Go Albany Park this summer. Not only did you convert me to be a real bicyclist now, I have become more passionate and dedicated to transportation issues. It's clear that we need to change the transportation mindset in this country and I hope I can impact just my little corner of the world one ride at a time. We were very lucky to have all of you in our neighborhood this summer."

- Go Albany Park Participant

The Takeaway

Alta Planning + Design has assembled the ideal team to help the City of Austin and Capital Metro create and run a successful neighborhood-based Smart Trips program in 2017 that garners high levels of participation and transforms travel habits. By learning from a decade of experience running dozens of similar programs, Alta offers you proven effectiveness (both in delivering program goals and in running a cost-effective program), leaving budget and time for innovative new ideas from the fields of public health and behavioral economics. By partnering up with Cultural Strategies and Bike Austin, the resulting program messages and strategies will be customized for the local community.

SCOPE What will we do?



YOUR SMART TRIPS AUSTIN TEAM

Alta Planning + Design

Role: Project direction and management; Smart Trips expertise; materials and web development; hiring and training Outreach Ambassadors



JESSICA ROBERTS
Strategic direction & QA/QC



CATHY CIBOR
Project management



HANNAH CRUM
Assistant project management & materials production lead



MIKE SELLINGER
GIS & evaluation data analysis



CAT CHENG
Graphic design & print management



JUNG LEE
Web & database development

Cultural Strategies

Role: Stakeholder engagement; messaging and communications plan development



JUAN TORNOE
Stakeholder engagement



SEBASTIAN PUENTE
Communications plan development



CHRIS CORDOVA
Stakeholder engagement

Bike Austin

Role: Education and encouragement activities; hiring and supervising Outreach Ambassadors and travel toolkit fulfillment center



MERCEDES FERRIS
Oversight & management

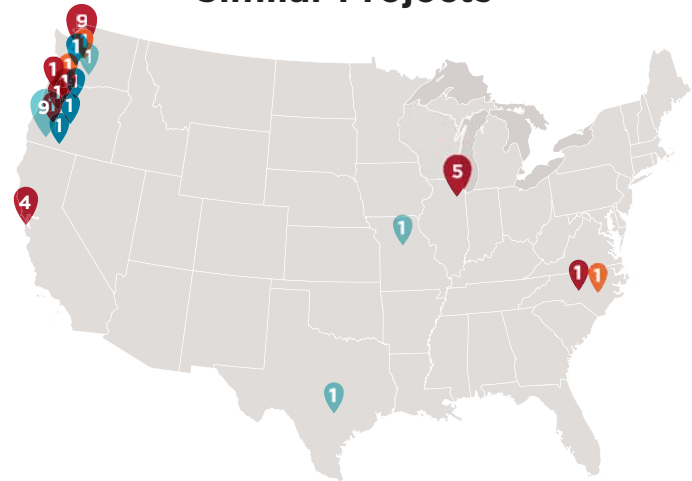


MILLER NUTTLE
Program development & staff supervision



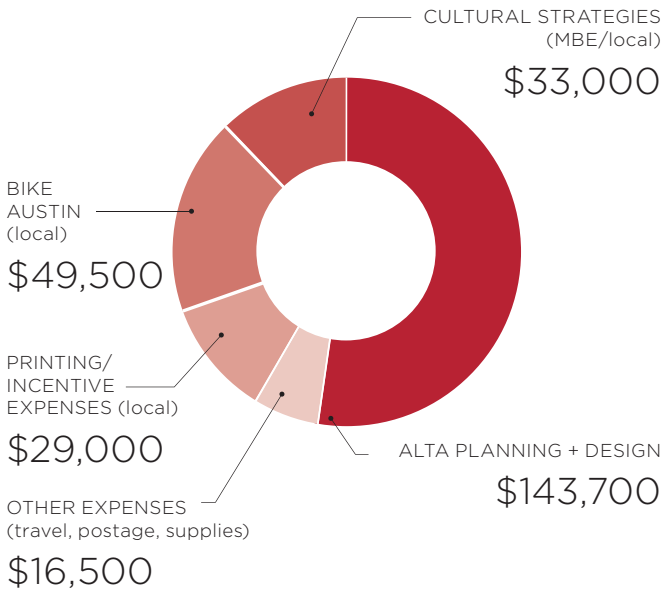
SMART TRIPS OUTREACH AMBASSADORS
Program outreach, fulfillment & communications

ALTA EXPERIENCE Similar Projects



- RESIDENTIAL SMART TRIPS PROGRAMS
- CAMPUS OR MILITARY SMART TRIPS PROGRAMS
- EMPLOYER OR DOWNTOWN SMART TRIPS PROGRAMS
- ADVISORY ROLE

BUDGET How Much Will It Cost?



TAB 2. CITY OF AUSTIN PURCHASING DOCUMENTS



"I used to drive the two blocks from home to the South Park Neighborhood Center five times a week. Now I walk even if it's raining."

- South Park In Motion Participant

TAB 3. AUTHORIZED NEGOTIATOR



"I have nothing but good things to say about our experience working with Alta. They kept us informed, they were flexible, they took our feedback seriously, and they always delivered. Alta really worked with us, it never felt like they were just working for us."

- Sheila Parrott, City of Eureka, CA

AUTHORIZED NEGOTIATOR

Jessica Roberts, Principal, is authorized to negotiate contracts on behalf of Alta. **Katie Mangle, Vice President**, is authorized to render binding decisions on Contract matters behalf of Alta.

Both can be reached at:

Alta Planning + Design
711 SE Grand Avenue
Portland, OR 97214
Phone: (503) 230-9862

TAB 4. APPROACH, METHODOLOGY AND WORK PLAN



"I just really appreciate that your presentation was inviting and not judging. I'm glad you recognized that not everyone has the ability to give up their car. It makes me more likely to try it out when I'm doing it out of excitement than out of guilt."

- Rotary Member, commenting on Mercer Island In Motion

APPROACH AND METHODOLOGY

Smart Trips programs promote transportation options to people within a geographic target area and/or to a demographic target audience. Signature aspects of Smart Trips campaigns include a focus on all trips (not just commute trips) and all sustainable travel modes a time-limited campaign (usually between three and six months); and an opt-in model that invites everyone to participate but focuses resources on people who self-identify as interested. Smart Trips campaigns assume that the primary barriers to using non-Single Occupant Vehicle (SOV) modes are low awareness of options, low confidence about using options, and strong habits around driving.

In our decade of experience creating and managing Smart Trips programs, we have found that the following approaches lead to success:

Fully multimodal campaign: Americans love choices—at the supermarket and when considering new travel options. Great Smart Trips programs don't assume that they know what the right mode is in advance. Instead, they bring together all travel options into a convenient “one stop shopping” experience for the participant, letting them decide what works best for them and for each trip.

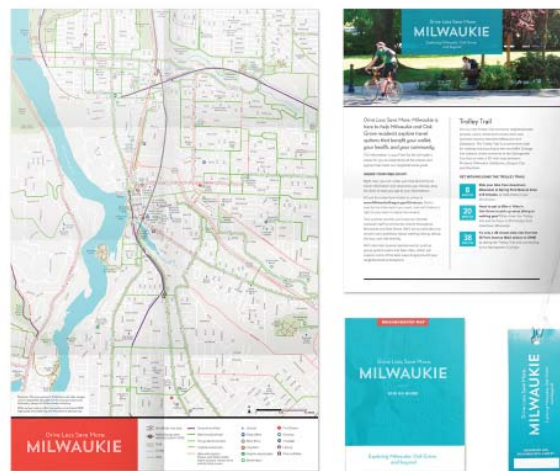
Non-judgmental and encouraging attitude: Nobody likes feeling nagged or judged. We want to help people drive alone less often, but the right way to do that is by communicating a friendly, encouraging, and non-judgmental attitude through our materials and our staff.

Appealing materials: All too often, materials used for transit or active transportation outreach look amateur, especially compared to the onslaught of car ads we see every day. By raising the bar through outstanding graphic design, we communicate that Smart Trips programs are sophisticated, meaningful, and cool.

Highly localized program: Everybody likes something that was made just for them. We can't yet create a program that's actually customized for each individual, but we can do the next best thing: create a highly specific program that's localized for the target neighborhood. That means the right imagery, the right messages, partnerships with trusted local organizations, and even the right colors in the logo.

Hiring the right ambassadors: When we began organizing Smart Trips programs years ago, we thought the most important characteristic of an outreach ambassador was already knowing everything about transportation. We've since come to believe that an engaging, outgoing, positive manner is essential—and harder to teach than transportation facts. Best yet is someone with the right attitude, enthusiasm to learn about transportation, and existing connections and credibility in the target neighborhood. This combination opens doors and hearts.

Learning by doing: Events are sometimes an underappreciated part of Smart Trips programs. They seem too simple—what good does a walking tour of community gardens do? However, we've come to see fun and appealing events as a powerful tool. They help people create new mental maps and muscle memories, they communicate social norms, and they help people build social support around new transportation habits.



Our team is proud to offer highly professional graphic design expertise, as well as a deep understanding of how to create fun and inclusive programs that inspire people to change their travel behaviors.

WORK PLAN

Task 1: Planning and Development

KICKOFF MEETING

To begin the project, Alta will facilitate a two-part kickoff meeting with the City and any other key project partners, such as Capital Metro. Our key team members will attend the meeting, including representatives from Cultural Strategies and Bike Austin.

The first half of this meeting will cover the project background, goals and targets, target area selection, opportunities and constraints, and desired evaluation methods, such as what aspects of the existing evaluation approach should be maintained or updated. While the City may already have documented goals, we want to be sure we fully understand your needs at the outset, as those needs will directly inform the project approach and evaluation methodology. In this meeting, Alta will also present recent innovations in our Smart Trips work, as described in our Big Ideas section on page 40. During this part of the meeting we will explore the potential overlap and coordination of the 2017 Smart Trips program with other citywide initiatives such as The Big Jump, Vision Zero, Viva Streets Austin, Tactical Urbanism Beta City, the Austin B-Cycle expansion and B-Cycle for All program, and of course any projects that will emerge from the Mobility Bond in 2017.

The second half of the meeting will include a discussion of the project team roles, reporting and review structure, resource allocation, work planning, and next steps. Alta will prepare an agenda for this meeting and document notes and action items during the meeting.

COMPREHENSIVE APPROACH AND RESOURCE ALLOCATION PLAN/WORK PLAN

As part of developing the comprehensive approach and resource allocation plan, Alta will create a detailed work plan, which will include subtasks, responsible parties and roles for each, and a detailed timeline. We find this work plan tool, often a shared Google spreadsheet, to be imperative in planning and executing a thoughtful, organized Smart Trips program and seeing that all partners are clear on their roles. Further, as details of the program are determined through stakeholder outreach and coordination with the City and other partners, Alta will capture approach decisions and program parameters in the approach plan document.

Based on our decade of experience implementing large Smart Trips programs, we have already anticipated detailed print, mail, and other direct expenses and included those in our proposed cost estimate. In

the early stages of the program planning, we will work with the City to confirm that our assumptions are accurate and refine the cost estimate as needed, and will determine what if any assets and resources are already available to the City and project partners.

TEAM RECRUITMENT AND TRAINING

Alta knows that hiring a team of talented outreach staff, whom we refer to as ambassadors, is critical to the success of a Smart Trips program. For this reason, we recommend proactively planning for this aspect of the project, even if we do not bring staff on board until just before program launch. At this time, we expect to hire two full-time outreach staff for the duration of the public phase of the project, and have included some additional temporary staff hours for particularly busy times (e.g., the peak of fulfillment during the weeks following the order form mailing). Depending on our project approach, we may decide with the City that additional outreach staff time is needed; there is room in the total budget available to increase the outreach staff team to three or four full-time, temporary hires.

Alta has had great success hiring outreach staff from our target areas. Local staff understand their neighbors, what messages will resonate, and which partners should be engaged. This leads to a program messenger who is credible and knowledgeable. Knowing what we do about the demographics and cultural flashpoints of both potential target areas, we expect to hire at least one bilingual staff member who can take the lead on Spanish outreach and communications.

Alta will work with our partner, Bike Austin, to develop a position description, promote the job posting, and interview and select the best candidates. We find that some clients like to take part in the hiring process, while others are required to abstain, and we welcome whatever level of involvement the City would like to have.

Our experience has taught us that the most effective outreach ambassadors are people who are tapped into their local neighborhoods and understand messages that will resonate with the community.



We will work with the City to develop a comprehensive training program for the outreach staff, and other involved staff and volunteers. At this time, we expect the training to include fulfillment and database training, outreach and motivational interviewing training, and event planning and communication best practices. Alta uses motivational interviewing in all of our Smart Trips and Safe Routes to School programs and has developed a training module with our MPH team, some of whom have years of experience using it for smoking cessation programs. If needed, the training may also include information about transportation services and options available; we will aim to recruit candidates who are enthusiastic about and already familiar with the transportation options available in the target area, but we know from experience that the details of the transportation system can be taught, but a friendly and engaging personality cannot. Therefore, we prioritize hiring staff who understand the neighborhood and excel at community engagement and outreach, as these qualities are harder to train for.

ONGOING MEETINGS, PROJECT MANAGEMENT, AND COORDINATION

In our experience, Smart Trips programs require ongoing coordination meetings for the project team. We recommend a weekly meeting during the pre-launch phase; this level of contact keeps the many parallel planning activities all moving forward and is particularly valuable during the materials review process. After launch, every other week is typically sufficient for meetings. Alta will provide agendas in advance and a summary of decisions and action items following meetings. This task also includes time for overall project management, such as team communications and coordination, budget and deliverable tracking, status reporting, and invoicing.

Task 1 Deliverables:

- Facilitated kickoff meeting, including agenda in advance and notes/ action items following
- Comprehensive approach and resource allocation plan
- Job description and training materials
- Ongoing meetings, including agendas in advance and action items following

Task 2: Community Outreach and Marketing

STAKEHOLDER ENGAGEMENT

Following the kickoff meeting, Alta will work closely to support our partner Cultural Strategies, who will lead all aspects of Task 2. Alta and Cultural Strategies will develop a detailed approach to stakeholder engagement, with the goal of identifying and building working relationships with community groups and leaders and inform them of the Smart Trips community outreach and marketing plan. For example, we may decide to host stakeholder meetings or focus groups, interview individuals from stakeholder organizations, and/or reach stakeholders where they already are by attending their planned meetings to discuss the program and learn more about the community. Our budget allows us to host up to ten interviews or three larger focus groups.

At this time, we expect stakeholders to include neighborhood associations, community leaders (e.g. Paul Saldaña, Nora Comstock, Tomás Miranda and, John-Michael Cortez), business groups (e.g. Greater Austin Hispanic and African-American Chambers of Commerce), non-profit community organizations (e.g. Livable Austin), and service providers (e.g. Central Health/Sendero Health Care). We will also explore opportunities for business partnerships and support with community-minded businesses such as H-E-B, Whole Foods, Torchi's Tacos, P. Terry's, and ABC Home & Commercial Services. (Please note that this initial list of potential stakeholders will change depending on the final target boundaries and our subsequent research.)

Throughout our stakeholder engagement, we will ask what the target population needs and values; where they typically go and how they get there; how they get their news and information; what community assets, programs, and/or events we should highlight; what neighborhood partners and communication channels we should work with; and how we can work with their organization (if relevant). We will also ask questions about barriers people perceive to using transportation options, and what would motivate them to try new options.

Knowing that sensitivities around demographic changes, race/ethnicity, income inequalities, and housing prices can run high in Central Austin neighborhoods, our expert partners at Cultural Strategies will be prepared to navigate strong feelings and listen for common ground that all residents can relate to. We further anticipate that dissatisfaction about traffic congestion and roadway maintenance will be a hot topic, and will help channel those emotions into productive discussions about how Smart Trips can be designed to be part of the solution, rather than having them hijack the conversation.

We will take notes at stakeholder meetings and summarize the findings in a memorandum, which will inform the program approach and the community outreach and marketing plan.

COMMUNITY OUTREACH AND MARKETING PLAN

Based on the City's existing resources and relationships and input from stakeholders, Cultural Strategies will take the lead on developing a community outreach and marketing plan, which will include the following:

- » Media strategy, including social media, earned and community media, and potential low-cost paid media
- » Key program messages, such as reasons for participating, benefits to active transportation, etc.
- » Communication channels, both to promote the program and to engage participants once they sign up (potentially including social media, flyering/poster locations, existing print publications, community email lists and web forums, and/or targeted digital ad strategies)
- » Program communication materials, such as direct mail and e-newsletters
- » Community partners and how we might work with them
- » Outreach opportunities and existing community events
- » Event ideas and potential partners for events
- » Web tools, such as the software application for registration, participant tracking, and fulfillment (discussed in more detail in Task 4)

Where possible, the community outreach and marketing plan will capitalize on existing resources that the City has invested in (such as the Smart Trips Austin website, Facebook page, and Twitter account), existing community communication channels (reaching residents where they already are instead of asking them to come to us), and the use of targeted messages (tailored to resonate with different resident groups or reach our geographic target area). For example, if neighbors in the target area already use NextDoor or another community message board, we will work with City to utilize this resource for program promotion. As another example, we have found geofenced Facebook ads to be very effective at reaching a large but geographically specific audience for little cost.

TRANSLATION AND COORDINATION

Based on the demographics of the target areas under consideration, we expect that the program will need to be fully bilingual. For print materials and initial program communications, Cultural Strategies will provide Spanish translation of copy. For ongoing outreach and program communications, such as e-newsletters, we expect our bilingual outreach staff to translate copy and manage those communications.

Should another language be identified as a target language, we will work with a professional translation firm for collateral copy translation. Our budget includes a small fund for miscellaneous program supplies, such as event fees or equipment; a portion of this could go towards professional translation if deemed necessary for the target area. For efficiency in this process, we have existing translation templates that have proved effective for other programs.

Task 2 Deliverables:

- Stakeholder engagement summary memo
- Community outreach and marketing plan
- Translation of custom program materials and communications into Spanish or other language as identified in the outreach and marketing plan



Alta managed social media content for the Go Pilsen individualized marketing program for the City of Chicago. The project also included a bilingual website.

Task 3: Data Strategy

As part of the project kickoff process, Alta will facilitate a discussion with the City about project goals and evaluation needs, including where consistency with Phase I and II is preferred and where new innovation is welcome. We bring the knowledge of the Phase II evaluation design, including successes and lessons learned, as well as best practices from dozens of other Alta-led programs for seeing that we collect a sufficient survey sample size.

We also bring the results of our 2016 TransitCenter funded research project, which takes a fresh look at Smart Trips program evaluation and offers recommendations related to survey methodology, expanded program metrics, and existing evaluation frameworks. At the outset of this process, Alta will develop a logic model (a diagram of program assumptions that lays out the mechanism for success) to confirm that the program activities are designed to lead to the desired outcomes.

Following consultation with the City and development of the logic model, Alta will develop a data collection and evaluation strategy, which will include the following:

- » Desired outputs (such as participation rates) and outcomes (such as mode shift)
- » Data collection approach
- » Baseline and post-program survey instrument, building on and improving the Phase II survey (including both online and paper-based versions if needed)

Task 6 includes the survey implementation, data analysis, and reporting.

Task 3 Deliverables:

- Program logic model
- Data collection and evaluation strategy
- Baseline and post-program survey instrument (in PDF and Survey Monkey formats)

Task 4: Collateral and Events Planning

COLLATERAL/INCENTIVE DEVELOPMENT AND PRINT MANAGEMENT

We know from managing dozens of similar programs what materials and incentives are most popular and effective. Marketing materials are necessary for promoting the program and reaching your audience; these include direct mail postcards, order form newsletters, and community media, such as banners or yard signs. Multimodal maps are always the most popular informational piece, and we find that they are worth the resources required to produce them. Informational brochures and flyers are less popular but can be important when succinct printed information about a particular service or option does not currently exist. There are also small but special printed items, such as address tags for travel toolkits or stickers for handing out to children at events.

Alta will work with the City to identify existing resources, such as transit schedules, informational brochures, or materials from past programs. We will evaluate the usefulness, appropriateness, and accuracy of existing materials and conduct a gap analysis to determine what resources should be produced for this effort. We will also recommend when online information may be sufficient and most appropriate. It is assumed that the City will secure a sufficient quantity of existing materials; Alta can provide recommended quantities based on what we know about typical popularity.

Based on the gap analysis, the program approach, and using the collateral design Alta developed in Phase II, we will recommend, write copy for, and design up to ten custom collateral pieces and incentives for Smart Trips Austin. Possible materials include the following:

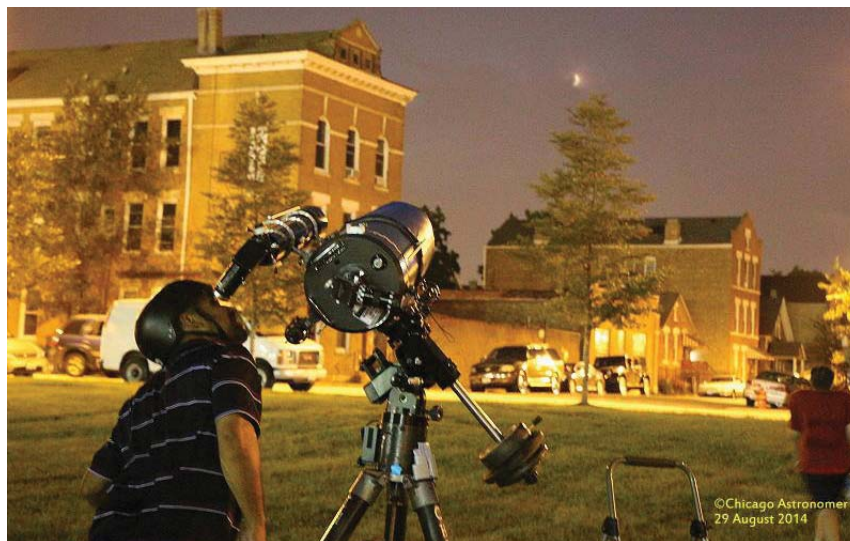
- » Detailed neighborhood map
- » Individual stroll maps
- » Direct mail postcard
- » Order form newsletter
- » Welcome letter to be included in travel toolkits
- » Event calendar
- » Informational brochure, rack card, or flyer
- » Promotional banner, poster, or yard sign
- » Toolkit bag tag
- » Doorhanger
- » Outreach incentives, such as stickers, local business coupons, informational wallet cards, or temporary tattoos
- » Branded program incentives, such as tote bags

We have many years of experience purchasing and utilizing incentives in Smart Trips programs, and have learned what works and what doesn't, what incentives are too low quality and what big ticket items might work too well. In other words, we believe in incentives that are attractive enough to get a potential participants to respond but not so attractive or valuable that people opt in without having any interest in the program itself. And while we find that active transportation incentives, such as bike lights and transit fare, are a great fit for the program goals, we have also seen great interest and marketing benefit from neighborhood/program branded items, such as t-shirts and tote bags. We find that participants are more invested when they get to choose their incentive and for that reason recommend offering a choice of two or three incentives upon signup. We will work with the City to determine the most appropriate incentives, and will efficiently coordinate production and delivery, including any necessary graphic design or logo placement. All print and incentive items will be produced using local vendors.

For local business incentives, we propose offering several printed coupons in the toolkit or a digital "deal of the week" for program participants; the latter is easier to coordinate, less costly, and gives us another reason to reach out to participants with ongoing communications (and a way to work with business partners).

Our team will develop a detailed production schedule, including two rounds of review, leading to timely design and delivery of printed materials. We will also produce a matrix of collateral details to guide print management. The print matrix, which keeps all parties informed of the process, will include print specifications, quantities, and delivery details. Our graphic designers will streamline and manage the print process, communicating directly with vendors, and seeing that we create high-quality and consistent products.

In Chicago, we hosted a Star Walk led by a local astronomer. Program participants learned about the event through social media, email, and customized flyers and posters that were displayed at partner businesses and community destinations.



EVENT PLANNING

Custom events are a vital part of encouraging transportation options: they provide residents with a safe, fun, and stress-free opportunity to try a new mode, and they help demonstrate how walking, bicycling, and transit can fit into daily trips. These events also highlight unique and beloved community assets, which attract attendance from neighborhood residents. The visual impact of many neighbors joining together can also establish that multimodal transportation is a community norm. Alta will collaborate with the City, Bike Austin, and other community partners to plan custom walking, biking, and transit events. Many ideas will emerge during stakeholder outreach and event planning, but as a taste of the type of ideas we may pursue, here are a few examples (with the caveat that the eventual target area boundaries will inform the events as well):

- » Walking or biking tour to enjoy the Little Free Libraries in the target area
- » Walking and cycling events in collaboration with the Active Adults program at the Camacho Community Center
- » Family bike ride to the Austin Ice Cream Festival at Festival Beach
- » Presentations about transportation options to Austin Public Libraries ESL classes
- » Family storytime and walk in partnership with Austin Public Libraries
- » B-Cycle for all outreach and ride
- » Walking tour of the African-American Cultural Heritage District
- » Austin Urban Farm and Community Garden Bike Tour

We also propose conducting outreach at existing community events, as this is an effective way to reach people. The key is choosing events that have a neighborhood draw, such as National Night Out, as opposed to a regional draw, such as South by Southwest, so that we reach our target audience and do not waste resources. It can also be effective to appear at existing neighborhood gathering places (such as the Wheatsville Food Co-Op, the Rebekah Baines Johnson Center senior housing, and local libraries and neighborhood centers) to talk about Smart Trips and answer questions about walking, bicycling, and transit.

We will work with our outreach staff to incorporate activities and engagement tools into our outreach, such as a trivia game, prize wheel, or photobooth. In our experience, having tools like this makes a huge difference in breaking the ice and starting a conversation.

For each event, our team will record the number of people engaged, take photos, and document successes and lessons learned.

DATABASE DEVELOPMENT AND WEB UPDATES

Our in-house web development team builds participant tracking and fulfillment databases for all of our Smart Trips programs; we find this to be an economical approach and much more functional than relying on existing tools like Google Forms. Knowing that Alta's former database template was not ideal for the City's desired use for Phase II, we propose working with our new web developer to build a custom database from scratch to meet Smart Trips Austin's needs. In the last few months, we have already made improvements to our backend functionality and legibility for other programs, and our team has several ideas for how to make logging participant phone calls easier and more efficient. Training of outreach staff will include database training.

If needed, Alta can provide minor website updates to existing Smart Trips Austin website, such as improved formatting and replacing photos, and we will work with the City to update the website content for Phase III.

Task 4 Deliverables:

- Existing materials review and analysis
- Up to ten custom print materials/incentives (AI and PDF files), including print management
- Production schedule and print matrix
- Up to ten events, including custom events and outreach at existing community events
- Custom web database and training

At the Tunes and Tune-ups event, as part of the South Park-White Center In Motion program, participants learned how to tune up their bikes, as well as basic on- and off-loading techniques for bikes on buses.



Task 5: Program Launch

Prior to program launch, we will have consulted stakeholders and established partnerships, designed and printed materials, planned our communications and events, and trained our outreach staff. This is where we finally reach out to and engage our participants. Having managed similar programs for the last decade, we have internalized the steps needed for a clean public-facing launch, which allows us to focus resources on developing the custom program elements, like stakeholder outreach and event planning.

This task includes the implementation of marketing and program promotion, target area mailings, fulfillment of travel toolkits, outreach and events, and follow up with participants—and we have efficiencies and lessons learned for each of these steps. We know USPS bulk mail and business reply mail regulations and logistics. We expedite toolkit fulfillment with organized fulfillment centers and flexible staffing. We have systems for event implementation, such as supply checklists and feedback forms. This experience will allow us to deliver more events and travel toolkits for the available budget.

The Alta team will execute the program as defined in the planning documents, while allowing flexibility to change course or try new approaches as needed. While Addendum 3 specifies a 12-week program, we recommend a 16-week program to allow sufficient time for residents to hear about the program and participate. Bike Austin will house and supervise outreach staff, and Alta will provide training and ongoing advising.

We hire full-time temporary staff so that we can direct their time to where it is most needed. Typically, fulfillment is heavy up front, and then the focus shifts to events as orders slow down. We may decide to implement special promotional activities at the beginning of the program, such as a launch party or outreach at a big community event. If participation is lower than expected later in the program, we may decide to incorporate additional approaches to engagement, such as street teaming in commercial areas with surprise incentives, door-knocking or door hangers in dense residential areas or at multifamily properties, or a “Refer a Friend” program with a special incentive.

Task 5 Deliverables:

- 16-week program implementation, including direct mail management, fulfillment, and tracking of travel toolkits, events/outreach/communications as described above

Task 6: Wrap-Up

PROGRAM WRAP-UP, SURVEY IMPLEMENTATION, AND DEBRIEF

At the end of the 16-week program, Alta will complete final program communications, such as sending thank you notes to program partners and communicating with participants about program impacts. We will coordinate the return of leftover materials if needed, and document any program metrics not already recorded. We will also schedule and facilitate a program debrief meeting with the City and key program partners to discuss successes, team feedback, lessons learned, and recommendations for the next phase.

At this time, we will also administer the post-program survey. We expect the survey to be primarily online. If a significant proportion of participants did not provide an email address or we are concerned about survey response rate, we may choose to mail surveys to some or all households. We highly recommend offering a survey incentive, such as a drawing for a grocery store gift card, to increase response rates. Since we know this approach may not be allowed by the funding source, we will work with the City to determine what type of incentive could be offered. If response rates are still low, we may recommend making phone calls or texting participants to encourage participation. Please note that our current labor cost estimate does not include post-program paper survey data entry or survey phone calls, but we would be willing to rearrange the budget to make this activity possible if the City believes it will be necessary.

DATA CLEAN UP, DATA ANALYSIS, AND FINAL REPORT

Following the closing of the post-program survey, Alta's analytics expert will clean and analyze the baseline and post-program survey data and interpret the survey results. We will review the preliminary results with the City and discuss the findings. Alta will conduct one more round of data analysis to consider deeper trends, such as running a cross-tabulation to compare results among a particular demographic group or diving into a complex data point in more detail.

Alta will write a final report, which will cover program activities, outputs (such as number of packets delivered), and outcomes (such as mode shift and other behavior change metrics), as well as lessons learned and recommendations for future programs. The report will show how the evaluation findings align with the logic model developed in Task 3. This report may include innovations from Alta's recent research for TransitCenter, such as reporting on health and community impacts of the program in addition to mode shift and emissions reduction. We will also share stories, photos, and quotes from participants to communicate the positive impact of the program.

We will design the report to include attractive summary tables, charts, and photos. As an alternative to a detailed report or as an optional task, we can develop a one-to-two-page infographic executive program summary.

Task 6 Deliverables:

- Thank you notes to program partners
- Facilitated debrief meeting, including agenda and notes
- Post-program survey administration
- Raw, cleaned survey data and results charts (in Excel format)
- Draft and final program report or infographic (in PDF and INDD formats)

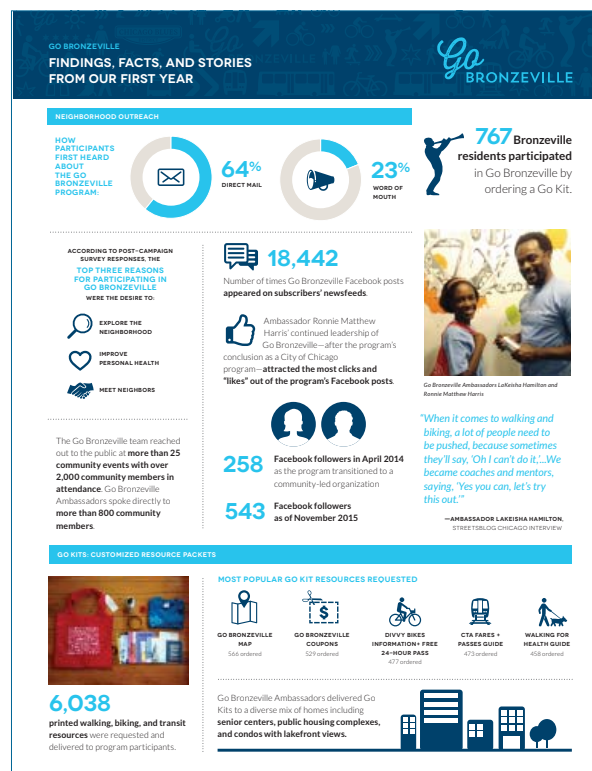
Task 7: Continuing Support

The City has done the hard work to form a relationship with past Smart Trips program participants; it makes sense to put ongoing resources into maintaining that relationship and maximizing long-term behavior change. Alta will provide ongoing events, communication/outreach, and evaluation support to the City's Phase I and II Smart Trips efforts. We have set aside hours in the budget for this support task and look forward to working with the City to determine the goals for this task, opportunities and needs, timeline, and our team's role.

Task 7 Deliverables:

- Support for continuing program evaluation and periodic outreach and event planning

Our evaluation reports offer a clear and graphic-rich summary of program results.



BIG IDEAS

North American public agencies have been using Smart Trips programs to change travel habits for nearly two decades now. That's good news, because there are established best practices and efficiencies. It also places a responsibility on program organizers to constantly look for opportunities to adapt the program for today's opportunities and challenges.

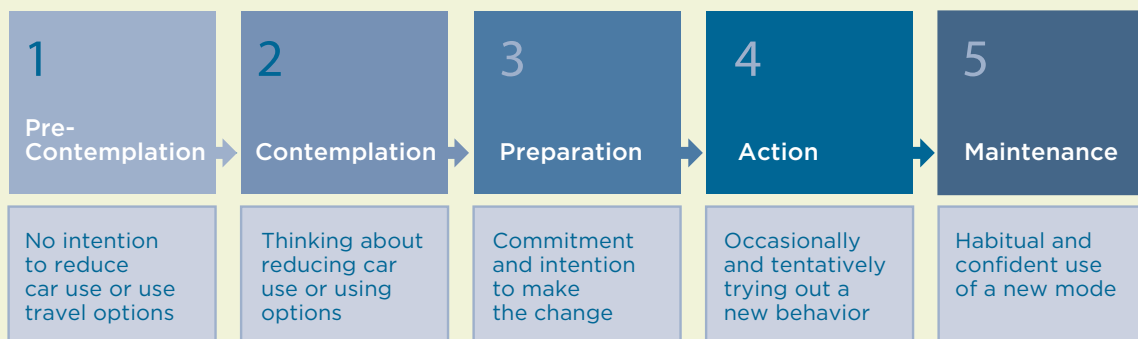
We have responded to your RFP scope as written, which represents a straightforward and well-organized residential Smart Trips program. If the City wants to explore opportunities for innovation, below we present some of the ideas we have been bringing to our Smart Trips work. If the City is interested in any of these, we look forward to integrating them into the scope of work and budget.

STAGES OF CHANGE

The Stages of Change model (also called the Transtheoretical Model) is a well-accepted framework for understanding how behavior change happens. Program participants are categorized based on how willing and interested they are in changing their own behavior. Fundamentally, the Stages of Change model suggests that only people who are interested in changing their behavior will successfully make that change. The model also suggests that the interventions (e.g. messages and activities) that are appropriate for someone in one stage are not effective for someone in another stage.

In the context of IM programs, the stages are: precontemplation (no intention to reduce car use or use transportation options); contemplation (thinking about reducing car use or trying options); preparation (commitment and intention to make the travel behavior change); action (occasionally and/or tentatively trying out a new travel behavior); and maintenance (habitual and confident reduction in car use and corresponding use of new mode or modes).

A program based on Stages of Change begins by sorting program participants into stages; this is called segmentation. Alta has developed Smart Trips-specific segmentation questions as part of our internal R&D



Stages of Change as they relate to Smart Trips programs

effort. Then, evidence-based strategies are offered to participants based on their stage. For example, program participants who are in the preparation stage may be invited to complete an Action Plan—a proven tool to help people rehearse new habits and follow through on their behavior change intentions. The purpose of stage-specific interventions is to move participants to a more advanced stage of change, culminating in the permanent desired behavior change.

Alta has been working with our internal Public Health group to bring Stages of Change techniques to Smart Trips; we look forward to discussing this with you if it is of interest.

INTEGRATED A/B TESTING

Smart Trips is not, at this point, a new idea. We have solid evidence that the overall approach works, consistently, in a variety of settings. What we don't know is exactly which elements of each program have led to success. Introducing randomized controlled trials to “A/B test” the effectiveness of specific program elements will allow practitioners to continually improve programs, and to have confidence that they are becoming more cost-effective over time. This idea is being used in many other fields today (such as politics and nonprofit fundraising), but is currently not being used in the TDM field.

Alta's commitment to introducing the benefits of A/B testing to Smart Trips programs has led us to initiate a unique partnership with Behavioral Insights Team (BIT), a social-purpose venture that helps public agencies optimize their programs. BIT brings two revolutionary tools to the job: insights from behavioral economics studies about “nudges” that work, and scientifically-valid randomized controlled trials to test the impact of individual program elements. Alta and BIT are working together on behalf of TransLink (Vancouver, BC's transit agency) to design a trial that tests messaging options to increase transit ridership.

On the basis of our work with BIT to date, we see exciting potential to use A/B testing to enhance the impact and cost-effectiveness of Smart Trips programs. Possible items to test include:

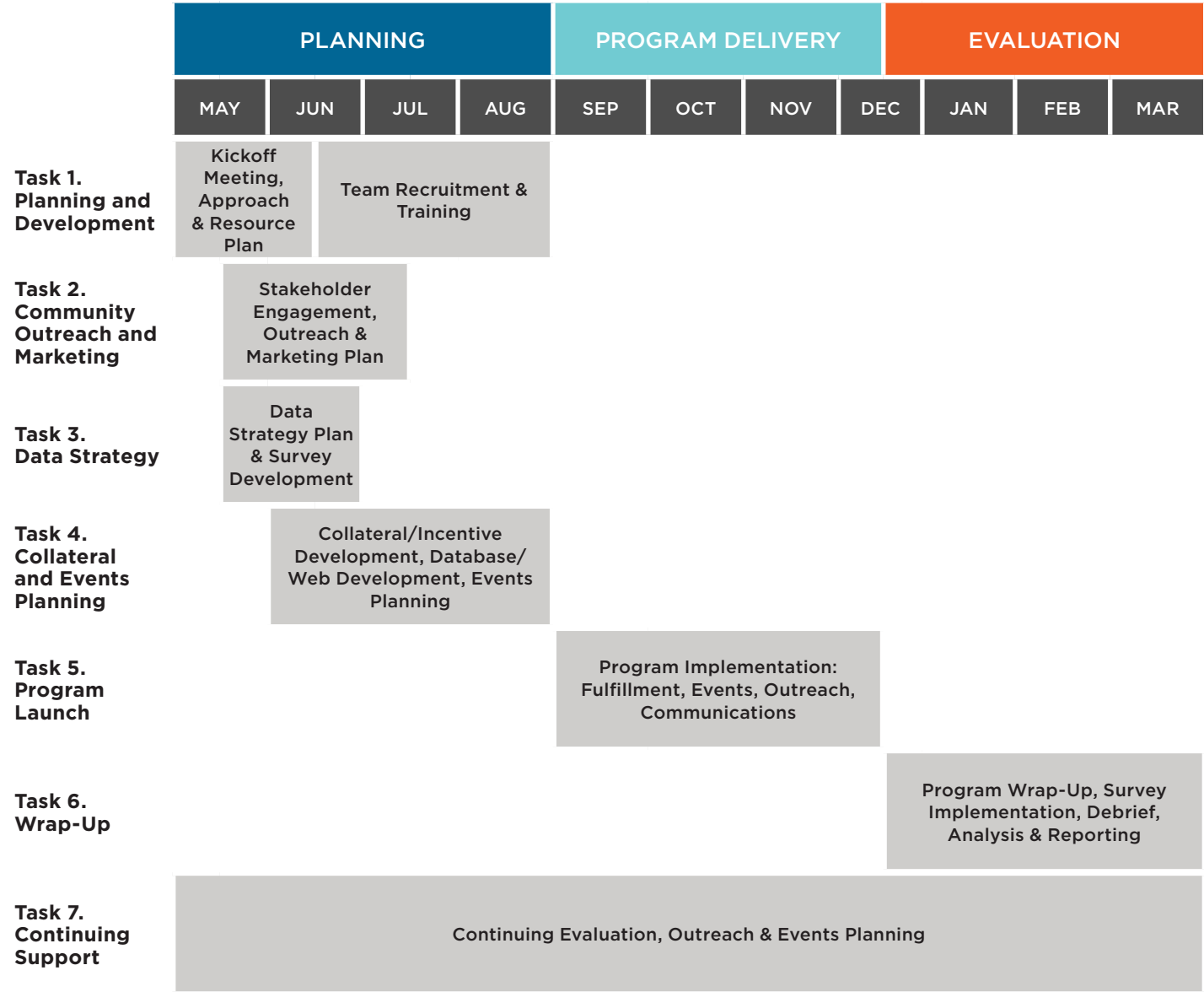
- » Increase participation: message framing, mailing format/design, incentive strategy
- » Increase engagement: Introduce ongoing contact through texting and evaluate timing and framing
- » Increase open rate of program emails: Subject lines or timing of message
- » Re-engage program drop-outs: Messaging, timing, or format of invitation to re-engage

We would be enthusiastic about integrating this into our Smart Trips Austin project if desired.

DOOR-TO-DOOR OUTREACH

Smart Trips programs are grounded in direct mail and this continues to be a uniquely cost-effective and universal way to engage a neighborhood. In order for a program to have a deep impact, though, we see that programs flourish when our ambassadors make personal connections through the power of one-on-one conversations. For example, our outreach ambassadors in Chicago knocked on doors when delivering customized Go Kits in order to deepen participants' engagement with the Go Pilsen program. They reviewed the requested materials, asked if participants had questions, and offered in-person coaching on how to use transit and bike share. Participants and ambassadors told us that this extra effort made the program more relevant and more effective; Austin already benefits from personal follow-up phone calls to participants. One-on-one contact can be integrated into a Smart Trips program in many ways, during outreach, events, and individualized follow up by email, phone, or text. The most intensive way to use this strategy is to abandon direct mail and most other outreach methods and put all of the outreach resources into door-to-door canvassing a neighborhood. It is the most expensive way to reach people, but those that do get contacted are likely to have a deeper experience. Alta has integrated door-to-door contact in numerous programs and would be willing to discuss shifting the program model in this direction if desired.

Timeline



Proposed Project Team

The Alta team will manage this project collaboratively, through a process that provides local resources, skills, and experience. Alta will serve as the prime consultant, with significant support from Cultural Strategies and Bike Austin.

Principal-in-Charge **Jessica Roberts** has over 15 years of experience managing and advising transportation programs. Jessica brings national expertise, innovation, and critical problem solving to the projects she oversees. Her responsibility for the quality and success of this project and her personal investment in the work that we do drive her involvement. She will stay engaged at an advisory level for the project lifetime, and will participate in strategy development, work product review, and milestone meetings.

Project Manager **Cathy Cibor** specializes in Smart Trips, transportation demand management (TDM), individualized marketing (IM), and other non-infrastructure programs. She works directly with clients around the country to develop, implement, and evaluate stellar behavior change programs. She is known for delivering outstanding products and keeping projects on time and on budget.

Hannah Crum will serve as Assistant Project Manager and support all phases of this project. She offers strong experience and proficiency in program design and materials production,

Mike Sellinger is skilled at mode shift analysis, GIS mapping, and demographic analysis. He has provided similar GIS and data analysis services on several Smart Trips and individualized marketing programs, including for Smart Trips: Central Austin.

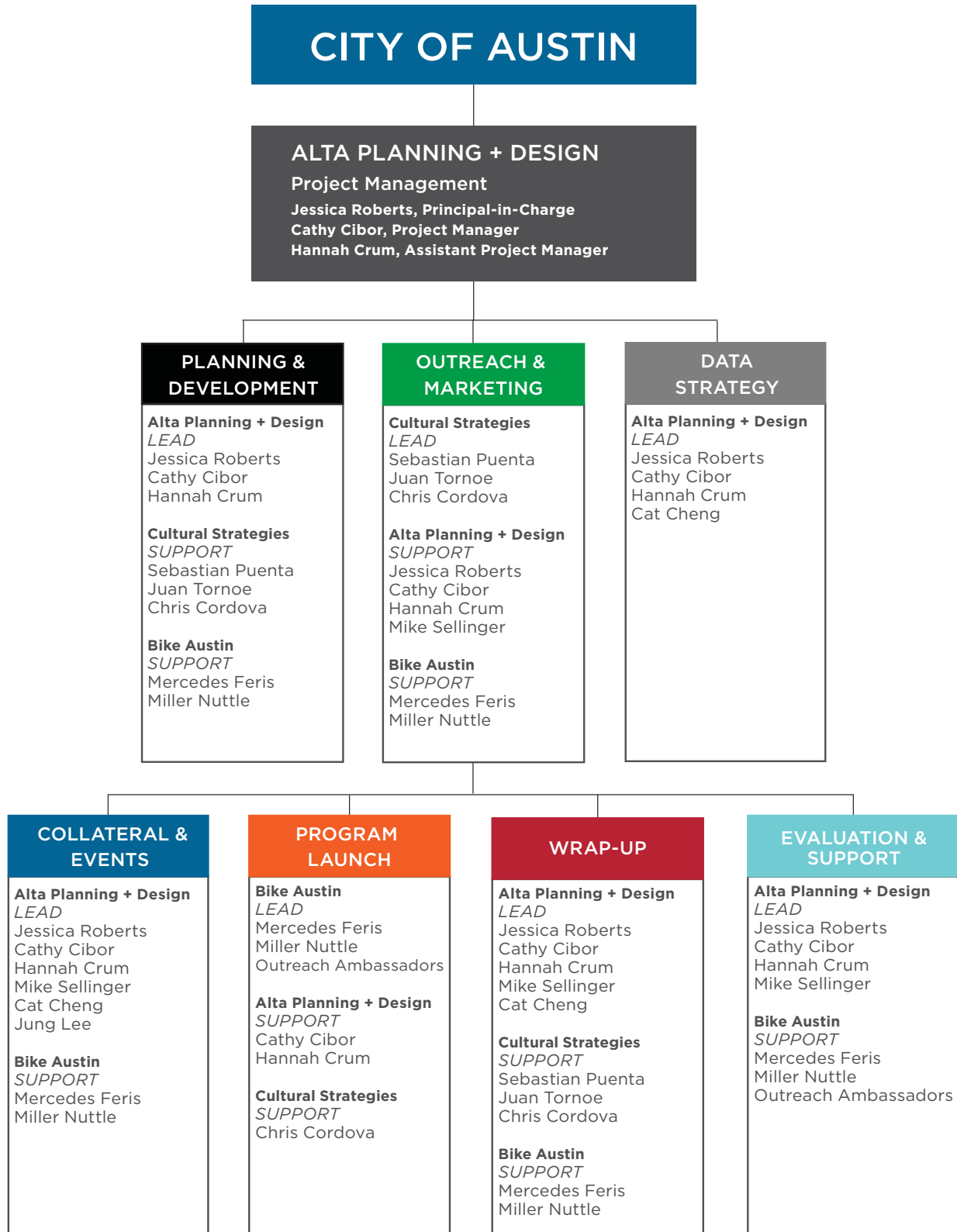
Our branding and graphic design lead is **Cat Cheng**, who has 15 years of experience in graphic design and production and has been Alta's head graphic designer since 2013. She works closely with all members of this team on design, mapping, wayfinding, and Smart Trips programs. She is Alta's creative lead and also manages workflow for all graphic design projects and tasks at Alta.

Jung Lee is a website designer and developer with experience creating rich interactive web applications and managing overall website maintenance. He is proficient in content management, and will curate the project website for this effort.

Sebastian Puente, Juan Tornoe, and Chris Cordova of Cultural Strategies offer local support and broad experience in media and campaign management, communication strategies, and public engagement processes. Sebastian and Juan will provide strategic guidance on engagement for this project, and Chris will support outreach efforts, as well as events and collateral fulfillment.

Mercedes Feris and Miller Nuttle of Bike Austin will also provide local support. They will advise during initial program planning, and support event and collateral fulfillment. Bike Austin will manage the outreach ambassadors for this effort.

ORGANIZATIONAL CHART



PROJECT TEAM PARTICIPATION

Key Personnel	Percent of Time Devoted to Project	Primary Responsibilities
Jessica Roberts, Principal-in-Charge	20%	Strategic advising and quality control
Cathy Cibor, Project Manager	40%	Overall project direction and management; communications, coordination, and project budgeting; subconsultant management
Hannah Crum, Assistant Project Manager	40%	Support all tasks; coordinate collateral development and fulfillment
Mike Sellinger, GIS/Data Analyst	15%	Lead program analysis and evaluation
Cat Cheng, Graphic Design Lead	20%	Lead design of collateral and final report
Jung Lee, Website Developer	15%	Lead database development and website updates
Sebastian Puente, Engagement and Outreach Advisor	15%	Co-lead stakeholder engagement and community outreach
Juan Tornoe, Engagement and Outreach Advisor	15%	Co-lead stakeholder engagement and community outreach
Chris Cordova, Community Engagement Specialist	25%	Implement stakeholder engagement and community outreach; support events and collateral fulfillment
Mercedes Feris, Executive Director	25%	Support initial program planning and program launch
Miller Nuttle, Education Director	20%	Support event planning; coordinate events, outreach, and communications for program launch
Outreach Ambassadors	100%	Represent the project to the public; implement all communications and events; travel toolkit fulfillment"

TAB 5. EXPERIENCE & QUALIFICATIONS



"We were so happy to have someone come to our community and help us understand what our transportation options are."

- Carnation, Duvall, and Redmond Ridge In Motion Participant



FIRM INFORMATION

Alta creates active communities.

Legal Name: Alta Planning + Design, Inc.

Address: 711 SE Grand Avenue, Portland, OR 97214

Business Structure: Corporation

Parent Company: n/a (not a subsidiary)

State of Incorporation: California

Years in Business: 20

Alta Planning + Design is North America's leading multi-modal transportation firm that specializes in planning, design, implementation, and marketing and outreach programs for bicyclists, pedestrians, and (soon-to-be former) motorists. Founded in 1996, Alta has more than 200 staff in 30 offices across North America, including our office in Dallas. We are committed to transforming communities, one trip at a time, one step at a time, and one street, intersection, and park at a time.

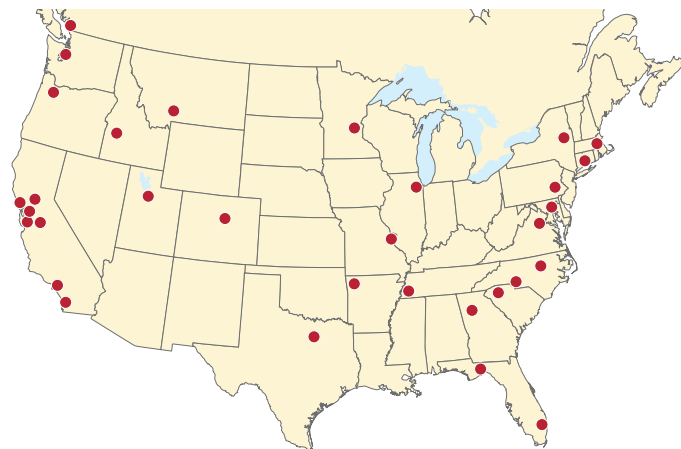
We have experience working in all size communities, from a few thousand to millions, from rural to mountain and desert to suburban and urbanized areas. We tailor each project to the community's unique setting, history, and culture through an active stakeholder participation process.

Alta has extensive experience developing transportation-related brand identities and campaigns, creating attractive and user-friendly websites, and implementing programs that help solve transportation issues.

Alta provides a full range of services including:

- Smart Trips and individualized marketing campaigns
- Behavior shift and transportation demand management (TDM)
- Messaging, strategy, and campaign development
- Effective and inclusive community outreach
- Media campaigns
- Graphic design: branding, collateral and map development, and print management
- Multilingual engagement
- Project and program analysis and evaluation

OFFICE LOCATIONS



CORPORATE EXPERIENCE AND QUALIFICATIONS

Alta is the leading provider of individualized marketing (IM) and Smart Trips programs in the United States. Since 2008, the Alta team, under Jessica Roberts' leadership, has run over 30 residential IM programs, reaching over 160,000 households across the nation. Our programs have reached residential neighborhoods, employment centers, downtowns, university campuses, multifamily buildings, small towns, and military bases. Each program has included rigorous evaluation and reporting of results.

For many of these projects, Alta has led every aspect of program design, delivery, and evaluation. For others, Alta has served as an expert advisor to the local agency, completing specific tasks such as evaluation, materials design, database development, and/or serving as a general Smart Trips advisor.

Several of our recent projects are multi-year programs, demonstrating Alta's ability to manage complex projects and large budgets. Our Chicago Go Programs, for example, have reached five communities with a total budget of \$1.3 million, while our Drive Less Save More programs (for the Oregon DOT) have reached residents in six cities and three universities. Our performance managing In Motion campaigns for King County Metro has led to nine separate projects since 2010. We have created campaigns for military bases, office parks, downtowns, universities, multifamily buildings, small towns, and large cities.

Our behavior change programs have garnered an average of 13% participation (compared to the typical goal of 10%) and all programs have demonstrated some level of mode shift away from driving to other modes. Typically, the majority of participants report increased awareness of transportation options, more trips made by these modes, increased confidence and exposure, and the intention to use transportation options more often. The vast majority report satisfaction with the program and see value in the efforts continuing.

The sum of this experience will benefit the City of Austin in two ways: we know how to rapidly assess opportunities and messaging options to lead to a strong strategy, and we bring a wealth of creative and innovative ideas for engaging with the public.



Alta is proud to have helped communities across the United States increase active transportation and decrease drive-alone trips.

PERSONNEL EXPERIENCE AND QUALIFICATIONS



Jessica Roberts *Principal-in-Charge*



Jessica is a leader in the Active Transportation and TDM fields. She directs award-winning programs and projects that help people drive less often, and use active and shared modes more often. Her work has won the respect of her peers and her clients, leading to her being named 2015 Professional of the Year by the Association of Pedestrian and Bicycle Professionals. Her team specializes in education, promotion, and marketing programs, including media campaigns and Smart Trips (individualized marketing) programs. Jessica has written grant applications that have resulted in over \$23 million in grant awards for clients, and is a frequent conference speaker and trainer.

EDUCATION

BA, Lewis & Clark
College, 1999

PROFESSIONAL HIGHLIGHTS

Alta Planning + Design,
2006–

APBP 2015 Professional
of the Year Award

Association of
Pedestrian and Bicycle
Professionals (APBP)
Board, 2016 –

Keynote speaker, Ohio
Bicycle/Pedestrian
Summit, 2014

Instructor, Making
Cycling Irresistible: The
Role of Encouragement,
Initiative for Bicycle and
Pedestrian Innovation
(IBPI) at Portland State
University, 2012

Instructor, Innovative
Public Engagement for
Bicycle and Pedestrian
Planning, Initiative for
Bicycle and Pedestrian
Innovation (IBPI)
at Portland State
University, 2011

50 Corridor Bicycle-
Friendly Communities
Speaking Tour, 2015

RELEVANT EXPERIENCE

GO PROGRAMS, CHICAGO, IL

The Go Programs are individualized marketing campaigns aimed at helping Chicago residents walk, bike, and use transit more often. Alta is nearing the end of this behavior change campaign, which has reached 40,000 Chicago households in five neighborhoods. Jessica is the Principal-in-Charge.

DRIVE LESS SAVE MORE INDIVIDUALIZED MARKETING PROGRAMS, OR

In collaboration with the Oregon Department of Transportation and local partners, Alta led individualized marketing programs in five Oregon communities in two years. In 2014, Alta implemented a program in SouthTown, an overlooked neighborhood in the City of Corvallis, and a women and families program in Cedar Hills, a suburban community in the Portland metro area. Alta also led a campus-wide program at Southern Oregon University, reaching over 6,000 students. In 2015, Alta designed and carried out a city-wide program in Astoria and a neighborhood-based program in Salem. Overall these programs have reached over 23,000 individuals, reducing drive-alone trips across the state. Jessica is the Principal-in-Charge.

KING COUNTY IN MOTION PROGRAMS, WA

These community-based social marketing program are designed to reduce drive-alone trips in target King County communities by encouraging residents and employees to explore new travel options. Alta has planned, implemented, and evaluated six successful In Motion campaigns to date in 10 communities. Across all these campaigns, we have reached more than 35,000 King County residents and reduced more than 40,000 drive-alone trips. Jessica was the Principal-in-Charge.

DESTINATION DOWNTOWN TDM PROGRAM, VANCOUVER, WA

Through branded commute information, trip tracking and rewards, encouraging events, and ongoing messaging, Destination Downtown has actively engaged 500 employers and over 1500 residents and employees to reduce drive-alone commute trips since 2011. Participants reduced their drive-alone commute trip mode share by ten percentage points. Jessica is the Principal-in-Charge.

OTHER RELEVANT EXPERIENCE

- Smart Trips: Central Austin, TX
- Smart Trips Evaluation, Eugene/
Springfield, OR
- Way to Go!, Marin County, CA
- Heads Up Pedestrian Safety
Education and Outreach
Campaign, Eureka, CA
- Santa Ana Travel Safe, Share the
Space Bicycle Safety Campaign,
CA



Cathy Cibor

Project Manager



Through education, encouragement, and marketing, Cathy is dedicated to helping people drive alone less often and enjoy the many benefits of active and shared transportation. She specializes in transportation demand management (TDM), Smart Trips, and other non-infrastructure programs. As a project manager at Alta, she works directly with clients around the country to develop, implement, and evaluate stellar behavior change programs. She is known at Alta for delivering outstanding products and keeping projects on time and on budget.

EDUCATION

Master of Urban and
Regional Planning,
Portland State
University, 2009

BS, Geography and
Environmental Systems,
University of Maryland
Baltimore County, 2002

PROFESSIONAL HIGHLIGHTS

Alta Planning + Design,
2008–

2016 Association
for Commuter
Transportation “40 under
40” award for TDM
Leadership

2015 ToGo
Transportation Options
Program of the Year
Award, Drive Less
Connect: Southern
Oregon University

2010 Exemplary
Human Environment
Initiatives (EHEI)
Award in Education
and Training Programs,
FHWA, WalkBikeMarin
Education and
Encouragement
Programs

RELEVANT EXPERIENCE

SMART TRIPS: CENTRAL AUSTIN, TX

Cathy served as Project Manager on this effort. She oversaw the production process for the Smart Trips: Central Austin neighborhood map, walking brochure, order form and baseline survey, newsletter templates, website and database, and participant survey. Cathy also oversaw development of the baseline and participant survey instruments.

DRIVE LESS SAVE MORE: ASTORIA, OR

In collaboration with local partners, Alta designed, implemented, and evaluated a city-wide individualized marketing program to encourage residents of Astoria to use transportation options more often. The program, which helped reduce drive-alone mode share by 8.4 percentage points, exceeded program goals by achieving a 13% participation rate among city residents. Over the course of the four-month campaign, 612 residents ordered custom Go Kits full of transportation resources and tools. Cathy was the Project Manager and oversaw the program design and execution.

GO PROGRAMS, CHICAGO, IL

Cathy is the Project Manager for this four-year effort aimed at helping Chicago residents walk, bike, and use transit more often. The campaign has reached 40,000 Chicago households in five neighborhoods. Residents received direct mail, customized resources, community outreach, custom events, and ongoing communications. The local outreach ambassadors conduct meaningful one-on-one outreach, plan locally-appropriate events, and serve as the face of the program. The guided walks, bike rides, and transit events celebrate the best of each community and its transportation options.

WAY TO GO! MARIN, MARIN COUNTY, CA

This three-year individualized marketing program reached over 14,000 residents in target cities within Marin County. More than 15% of households participated, and two-thirds of post-program survey respondents reported that the program motivated them to walk, bike, and take transit more instead of driving. Participants reduced their discretionary driving trips by a relative 6%, translating to an annual vehicles miles traveled (VMT) reduction of more than 4 million miles. Cathy's role included program logistics and outreach, event coordination, program evaluation, document and report writing, and GIS mapping.

OTHER RELEVANT EXPERIENCE

- King County In Motion Programs, WA
- Go Lewis-McChord, Joint Base Lewis-McChord, WA
- Destination Downtown Employer TDM Program, Vancouver, WA
- Smart Trips Evaluation, Eugene/Springfield, OR



Hannah Crum

Assistant Project Manager



Hannah's experience as an intern in Eugene, Springfield, and Wilsonville, Oregon influenced her decision to specialize in the travel options field, where she is an integral member of Alta's Programs team. Her work includes Safe Routes to School, Transportation Demand Management (TDM), Open Streets (ciclovias), and transportation options marketing campaigns. She believes active transportation is an empowering tool in creating inviting, safe, and livable communities. Through the marketing and education of active and shared modes of transportation, Hannah believes communities can achieve their health, safety, and livability goals.

EDUCATION

BA, Geography and Planning, Public Policy and Management
(Concentration: Community and Transportation Planning), 2013

Studied bicycle transportation abroad in Copenhagen, Utrecht, and Amsterdam, 2012

PROFESSIONAL HIGHLIGHTS

Alta Planning + Design, 2013–

President of Eco Voices Toastmasters Club, 2015-2016

Membership Chair of WTS Portland, 2016-2017

WTS Portland New Voice Award recipient, 2016

2015 ToGo Transportation Options Program of the Year Award, Drive Less Connect: Southern Oregon University

RELEVANT EXPERIENCE

SMART TRIPS: CENTRAL AUSTIN, TX

As Assistant Project Manager, Hannah coordinated the production process for the Smart Trips: Central Austin neighborhood map, walking brochure, order form and baseline survey, newsletter templates, website and database, and participant survey. To assist in this process, Hannah built a detailed production schedule which allowed the project team to meet crucial printing and delivery deadlines. Having worked with Alta's graphic designers on numerous projects, Hannah was adept and efficient in communicating the City's ideas to the graphic designers to see that the final products met the City's needs. In addition to coordinating the production process, Hannah assisted in the development of the baseline and participant survey instruments. Her work composing and fine-tuning survey questions and cleaning survey data culminated in the writing of the program evaluation summary which revealed changes in transportation behavior among program participants.

DRIVE LESS SAVE MORE: CONNECTING SALEM, OR

Alta worked closely with local partners to develop, implement, and measure a successful 4,378 household individualized marketing program in the Northeast Neighbors and Grant Neighborhoods of Salem. Through program surveys, Alta measured an impressive 7.2 percentage point reduction in drive-alone mode share. The program also achieved a 13.3% participation rate with 583 residents ordering custom Go Kits containing transportation information and tools. Hannah trained staff and provided logistical support for events and Go Kit deliveries. She also managed the materials production process and developed messaging and communication strategies.

DRIVE LESS SAVE MORE: ASTORIA, OR

Alta designed, executed, and evaluated a 4,500 household city-wide individualized marketing program to encourage residents of Astoria to use transportation options. The program, which helped reduce drive-alone mode share 8.4 percentage points, exceeded the program goal of a 10% participation rate by 3.4%. Hannah managed the materials production process for this program involving five team members and 17 custom materials. Hannah supported local partners with event planning logistics, staff training, Go Kit delivery systems, and communication and messaging strategies.

OTHER RELEVANT EXPERIENCE

- Drive Less Connect: Southern Oregon University (SOU), Ashland, OR
- Smart Trips Evaluation, Eugene/Springfield, OR
- Destination Downtown Employer TDM Program, Vancouver, WA



Mike Sellinger

GIS/Data Analyst



Mike brings a background in active transportation planning and research. His specialized skills include data analysis, public engagement, and GIS. He applies strong written communication skills to variety of outreach and planning projects. Prior to joining Alta, Mike was involved in several projects that required his specialized of bicycle and pedestrian counts and analysis. While at the Oregon Transportation Research and Education Consortium (OTREC), he worked on the development and testing of a methodology for calculating pedestrian and bicycle miles traveled, for the Washington DOT. Mike seamlessly applies his skillset to a variety of active transportation projects in a professional and competent manner.

EDUCATION

Master in Urban and
Regional Planning,
Portland State
University, 2014

BA, Economics and
Politics, 2010

PROFESSIONAL HIGHLIGHTS

Alta Planning + Design,
2014–

Research Assistant,
Oregon Transportation
Research and Education
Consortium (OTREC),
2013–2014

Planning Intern, Seattle
Parks and Recreation,
2011–2012

RELEVANT EXPERIENCE

SMART TRIPS: CENTRAL AUSTIN, TX

Mike served as GIS/Data Analyst on the Smart Trips: Central Austin. He prepared the GIS files for the Central Austin Neighborhood Map. Mike also analyzed the pre- and post-surveys for the project. The survey analysis was a key part of the evaluation report.

DRIVE LESS SAVE MORE INDIVIDUALIZED MARKETING PROGRAMS, OR

Mike is data analyst on these projects that aim to reduce drive-alone trips and encourage the use of biking, walking, transit, and rideshare for commuter and recreational trips. The program is being delivered in four residential individualized marketing campaigns for the communities of Astoria, Corvallis, the Rogue Valley, and the Portland metro area.

GO LEWIS-MCCHORD, PIERCE COUNTY, WA

In coordination with Pierce County and Joint Base Lewis-McChord, the Go Lewis-McChord individualized marketing campaign sought to promote the use of base transit, bike share, and walking options to travel to and around base. Mike was responsible for GIS and data analysis that was used for map development.

MTC CLIMATE INITIATIVES PROGRAM EVALUATION, SAN FRANCISCO BAY AREA, CA

Alta collected data from over 15 Safe Routes to School (SRTS) providers over three years, including a half-million hand tallies and thousands of parent surveys. Mike is the primary researcher evaluating the data and reporting the mode split, GHG, physical activity, parental perceptions impacts of SRTS programs using a statistically-valid methodology.

SAN BERNADINO COUNTYWIDE COMPLETE STREETS STRATEGY AND SR2S INVENTORY, CA

Mike is the Project Planner for this effort to develop recommended policies and actionable implementation steps for establishing Complete Streets throughout the county. Alta is helping SANBAG and member jurisdictions establish a regional strategy by convening stakeholders to discuss existing efforts and potential regional SRTS programs; compiling existing efforts to identify opportunities for coordination and recommendations for regional SRTS activities and events; and inventorying and prioritizing existing bicycle/pedestrian facilities, gaps, and needs.

OTHER RELEVANT EXPERIENCE

- Minnesota DOT Safe Routes to School
Statewide School Planning Assistance
- MTC School and Youth
Outreach Program



Cat Cheng

Graphic Design Lead



Cat is a graphic designer with over ten years experience in print and brand identity. She brings fresh concepts and thoughtful typography to print and interactive media for Alta's Safe Routes to School, TDM, and individualized marketing programs. Before joining Alta, she developed materials for several Safe Routes to School programs, map design and production for Portland, Oregon and Vancouver, Washington, print and signage for SMART (Wilsonville, Oregon's public transportation system), and print and web design for the Community Cycling Center, Bicycle Transportation Alliance, and Oregon Walks.

EDUCATION

BA, Washington
University, St. Louis, MO,
2003

PROFESSIONAL HIGHLIGHTS

Alta Planning + Design,
2013-

Independent
Contractor, 2007-2012

Grapheon Design,
2007-2012

Just Out
Newsmagazine,
2005-2007

Arts In Transit/ Metro,
2003-2005

RELEVANT EXPERIENCE

SMART TRIPS: CENTRAL AUSTIN, TX

Cat provided creative direction in developing graphics for this program from concept to completion. This included design and production for print collateral (i.e., multimodal neighborhood map, newsletters, brochure, order form, and participant survey) and iconography design. Cat also coordinated print management and provided guidance on website elements.

GO PROGRAMS, CHICAGO, IL

Alta is managing a four-year residential TDM program in Chicago. The project aims to reduce the number of single-occupancy car trips in five neighborhoods by increasing the number of trips by walking, bicycling, public transit, and shared rides. All households in the target neighborhoods will be invited to participate, with personalized information, support, and incentives provided to those households receptive to changing their travel behaviors. Cat is responsible for branding of this program, website design, and design of collateral materials including maps, post-cards, newsletters, calendars, and incentives. She is also handling print management for this project.

GO LEWIS-MCCHORD, PIERCE COUNTY, WA

In coordination with Pierce County and Joint Base Lewis-McChord, the Go Lewis-McChord individualized marketing campaign seeks to promote the use of base transit, bike share, and walking options to travel to and around base. Cat is responsible for developing custom materials, including maps, brochures, and incentives.

DESTINATION DOWNTOWN TDM PROGRAM, VANCOUVER, WA

For this TDM program, Cat provided design and production for the Employee Parking brochure, which includes infographic design and a down-town parking map. She also produced and managed printing for various other print collateral such as the 2013/2014 evaluation reports and the 2014 coupon book.

DRIVE LESS CONNECT: SOUTHERN OREGON UNIVERSITY, OR

For participants of this outreach program, Cat provided design, production and print management of a multimodal map. The map highlights transportation options, important destinations, and points of interest.

OTHER RELEVANT EXPERIENCE

- Drive Less Save More: Cedar Hills Individualized Marketing Project, Washington County, OR
- Drive Less Save More: Milwaukie, Milwaukie, OR
- Explore Washington Park Wayfinding and Branding Strategy, Portland, OR
- Heads Up Pedestrian Safety Education and Outreach Campaign, Eureka, CA



Jung Lee

Website Developer



Jung is a front-end web designer/developer with experience in creating rich interactive web applications and managing websites for various businesses and clients. His experience includes developing sites for transit agencies and for active transportation projects. Jung both leads and supports development and maintenance for new and existing web applications and software. His work includes animations, promotional and campaign graphics, and professional photography. Jung is skilled at providing technical knowledge and stays current on emerging trends related to web design.

EDUCATION

BA, Communication
Studies, California State
University at Long
Beach, 2013

AA, Social and
Behavioral Science,
Santa Monica College,
2011

PROFESSIONAL HIGHLIGHTS

Alta Planning + Design,
2016–

TriMet, Portland, OR
2015-2016

Los Angeles County
Metropolitan
Transportation
Authority, 2013-2015

County of Los Angeles
Commission on Human
Relations, 2008-2009

RELEVANT EXPERIENCE

KING COUNTY IN MOTION DATABASE, WA

Alta has supported this community-based social marketing program on numerous campaigns since 2010. The program is designed to reduce drive-alone trips in target King County communities by encouraging residents and employees to explore new travel options. Program participants receive helpful resources and support and earn rewards for recording their trips. Jung fully designed and developed the front-end and back-end of the program's website to accommodate trip logging and provide a secure and reliable user registration/management system.

ALAMEDA SAFE ROUTES TO SCHOOL WEBSITE REDESIGN, CA

This program is designed to promote safe walking and biking to school and to reduce traffic congestion in the areas surrounding schools. Since the program began, it has expanded to reach tens of thousands of students. Jung helped simplify and clean up the Alameda Safe Routes to School website design. He added new functionalities for the end user, like the ability to filter and sort through masses of data. <http://alamedacountysr2s.org>

FHWA SMALL TOWN AND RURAL MULTIMODAL NETWORKS GUIDE

Jung provided website support on the interactive version of this design guide, which will translate existing street design guidance and best practices for bicycle and pedestrian safety and comfort to the rural context. He helped select and setup the content management system for the website, developed templates, and helped code an array of functionalities the client wanted implemented on the site. <http://ruraldesignguide.com>

SAN RAFAEL BICYCLE AND PEDESTRIAN MASTER PLAN, CA

Jung fully designed and developed the front-end and back-end of the map application, which allows users to report key bike and walk issues within the city bounds, and allows users to participate in a comment discussion about other users' reportings. He created the graphics and styling for the map's interface and landing pages and designed the flow of the website to be simple and user friendly.

OTHER RELEVANT EXPERIENCE

- Catch the Orange (catchtheorange.com), Portland, OR (Full Website)*
- Metro and the Digital Future (metro.net/interactives/metrotechla/), Los Angeles, CA (Full Website)*
- Metro Pass & Token Director (metro.net/interactives/datatables/pass_token/), Los Angeles, CA (Interactive Map)*



Sebastian Puente

CEO/Engagement and Outreach Advisor

**CULTURAL
STRATEGIES**

Sebastian is a native of Guadalajara, Mexico and 30-year resident of Texas. He has over 19 years of experience in media and campaign management, communication strategies and public engagement processes that include advertising and public relations, traditional broadcasting and new media markets. Sebastian brings a background in Spanish-language communications, where he has produced and syndicated daily and weekly cause-oriented radio and print campaigns.

EDUCATION

Moving Image Arts/
Radio/Television/Film,
College of Santa Fe,
Santa Fe, NM

Santa Fe Community
College, NM

Austin Community
College, TX

Certified, Systematic
Development of
Informed Consent
(SDIC), Institute
for Participatory
Management and
Planning

PROFESSIONAL HIGHLIGHTS

Cultural Strategies,
2009–

Avenida América, Inc.
Atlanta, GA/Austin, TX,
2001-2008

Hispanic
Communications
Network, LLC,
1999-2002

Self Reliance
Foundation, 1997-1999

As co-founder of Cultural Strategies, he has led and overseen the development of communication strategies for public and private entities. His direction on the design and implementation of the agency's creative client-based products include print magazines and reports, ad campaign and collateral, a series of marketing brochures and educational campaigns, and reports and print educational materials.

RELEVANT EXPERIENCE

GO SMART, CITY OF AUSTIN, TX

Sebastian, with Juan Tornoe, co-led development of Go Smart Austin, a walking and biking safety initiative to teach middle school-aged children the rules of the road and the importance of safe, active transportation through fun, incentive based learning. He developed the brand, messaging, and collateral materials. Implementation was centered on visiting schools and presenting safety information directly to children with the goal of changing behaviors over time. Prizes were produced to reward learning and participation, including branded bike helmets, bike lights, water bottles, t-shirts, caps, pedometers, sunglasses, stickers, and buttons. By the end of the spring 2016 school semester, the program presented to over 220 Austin ISD middle school students, as well as 124 middle school-aged children participating on Austin Parks & Recreation's Community Recreation Centers across town, and over 14,000 collateral pieces distributed.

CODENEXT, CITY OF AUSTIN, TX

Cultural Strategies served as the prime communications and outreach sub-contractor, collaborating with three other subconsultants to provide public engagement and communications services for the multi-year initiative for the City of Austin's Land Development Code Revision. Sebastian, along with Juan Tornoe, conducted stakeholder research for messaging and branding, created educational materials, coordinated media news stories, and worked with a broader outreach team to build an outreach approach that engaged a diverse set of residents and community groups, presenting a broad set of interests. They provided news media recommendations and placements, and developed website content, and initiative collateral materials (including handouts, invitations, and flyers in English and Spanish). They conducted outreach to stakeholder groups, and promoted and organized attendance to several large-scale public events and three community workshops. They also implemented an approach for a Community Ambassador Program designed to engage residents who are historically underrepresented in these types of initiatives. In its initial phase of public outreach, the project collected thousands of comments and input from over 800 Austin residents, 40 organizations and civic leaders. In April of 2014, the team delivered a comprehensive Listening to the Community Report which outlined the themes and areas of improvements expressed by those who participated, and assisted in the Approaches presentation for a City Council vote.



Juan Tornoe

CMO/Engagement and Outreach Advisor

**CULTURAL
STRATEGIES**

EDUCATION

Seminars and Training
on Advertising,
Copywriting, PR, Media
Buying, Marketing
Strategy and Online
Marketing, Wizard
Academy, 2006
MA, Business
Administration with
Emphasis in Marketing
and Total Productivity
Management, 1993
E.S.E.A.D.E. (Renamed
"Escuela de Negocios"),
Francisco Marroquín
University, Guatemala
BS, Medicine, School
of Medicine, Francisco
Marroquín University,
Guatemala, 1989

PROFESSIONAL HIGHLIGHTS

Cultural Strategies,
2009-
Hispanic Trending,
2004-

Juan is a native Spanish speaker who has been fully bilingual since early childhood, and has fully committed himself to clearly delivering concepts between English and Spanish. He successfully works on copy writing, research, advertising planning, and translations with surgical details within a wide range of industries including healthcare, education, entertainment, local government, and media companies. His bilingual copywriting skills have shaped marketing, advertising, and public information projects for the City of Austin, Central Health, Seton Healthcare Family, UTMB Health, Project HOPES and many others. Juan has led comprehensive website and customer-centric collateral Spanish-language translations for Texas Gas Service, Jewish Home Lifecare, Harris County Healthcare Alliance, Circuit of the Americas, Hispanic Foundation of Silicon Valley as well as many other organizations in the Austin area.

Juan's blog, Hispanic Trending, is the leading Latino marketing and advertising blog. He is an international public speaker, and his insights have appeared on The Wall Street Journal, The New York Times, USA Today, CNN, Los Angeles Times, NPR, BBC, and Univision.

RELEVANT EXPERIENCE

GUADALUPE IMPROVEMENT PROGRAM, AUSTIN, TX

As the prime lead public involvement and community outreach for the project, Cultural Strategies' goal was to educate Austinites on existing conditions along the Guadalupe corridor and provide opportunities to share input on how to improve the area for pedestrians, bicycles, public transportation, and cars. Juan, along with Sebastian Puente, designed and implemented a plan that identified stakeholders, informed the community on the initiative through collateral and the news media, and launched a survey instrument to collect input. All efforts were implemented in both English and Spanish. The online survey received responses from over 780 participants, while more than 125 total attended the public open house and small group stakeholder meetings.

AIRPORT BOULEVARD INITIATIVE, AUSTIN, TX

For this effort, Juan, along with Sebastian Puente, utilized innovative ways to gather information regarding public perception and visions for Austin's Airport Boulevard corridor, as well as raise awareness of the City's plan to renovate the corridor. They provided outreach to underserved populations, faith-based organizations, neighborhood groups, and small businesses. They developed a video series which captured the thoughts of more than 30 participants on what elements they valued and which they wished could change in the Boulevard. Juan and Sebastian engaged and guided more than 40 community residents and business owners along the corridor to take photographs of what they loved and what wished to change; over 100 pictures were gathered from participants and used in focus group-style discussions to further understand public perceptions and needs. Cultural Strategies hosted a community and business open houses, and conducted focus groups and individual meetings, with a total of more than 70 participants who helped identify goals, issues, perceptions, and concerns to inform the redevelopment strategies for Airport Boulevard. All the information and opinions gathered from their work informed the development of the new code for the Airport Boulevard Corridor.



Chris Cordova

Community Engagement Specialist

**CULTURAL
STRATEGIES**

Chris is a community development professional skilled in community outreach, partnership engagement, resource development, and client relationships. He is experienced in legal, social service, state and federally funded programs through project management. Chris specializes in building and maintaining relationships with national and community-level organizations. He offers strength in establishing strategic processes and prioritizing goals.

EDUCATION

BA, History, St. Edwards
University, Austin, TX,
1998

PROFESSIONAL HIGHLIGHTS

Cultural Strategies, 2016-

United Way of Greater
Austin, 2011-2016

Hispanic Austin
Leadership, Greater
Austin Hispanic
Chamber of Commerce
Financial Stability Team
Lead, 2015-2016

Board, Young Hispanic
Professional Association
of Austin, 2015-2016

Board, El Paso Social
Network, 2012-2016

Chris brings a background in outreach programs throughout Texas. He has educated residents about social service programs in English and Spanish, and maintains strong partnerships with community stakeholders including CommUnity Care, AISD, ACC, Central Texas Food Bank and the Consulate General of Mexico. Chris worked in the education and legal fields before entering the world of non-profits, and is certified in Strategic Planning Education. He is a co-founder of the Save Siempre, a bilingual financial education program. Chris also sits on the boards of the Young Hispanic Professionals Association of Austin and the El Paso Social Network.

RELEVANT EXPERIENCE

UNITED WAY OUTREACH, ENGAGEMENT, AND EDUCATION, AUSTIN, TX

While at the United Way of Greater Austin, Chris served as the 211 Community Engagement Coordinator. He regularly represented the United Way at various community outreach events. He also delivered presentations in English and Spanish for 211 stakeholders and community agencies looking to access information and referral services. Chris created a strategic plan which was focused on engaging the most vulnerable residents of Central Texas' ten county region. He developed and maintained relationships with non-profit and civic agencies and provided information of 211's annual trends and needs reports.

ACA ENROLLMENT EDUCATION. AUSTIN, TX

As an independent contractor, Chris served as an ACA Enrollment Specialist Team Lead in Central Texas. In this role, he educated residents in the outlying counties of Central Texas on the Affordable Care Act (ACA). He assisted individuals with the application process for the Market Place health coverage, and explained details of the insurance plans available to each client, including monthly premiums, deductions, and out of pocket expenses. Chris successfully cultivated relationships with community agencies in Caldwell, Hays, and Bastrop.

LEARN WHERE YOU EARN WORKPLACE EDUCATION PROGRAM, AUSTIN, TX

While with Financial Opportunity, based in Austin, Chris served as Interim Workplace Initiatives Coordinator and led the Learn Where You Earn workplace education program. The program focused on budgeting, credit building, and debt management. He worked with Austin-area stakeholders on the Savings Initiative program, which encouraged workplace saving through direct deposit. Chris coordinated the "Bank On Central Texas" Campaign for 2014 with a coalition of banks and other financial institutions to raise awareness for combatting Pay Day Loans and other predatory lending businesses in the Austin Area.



PROFESSIONAL HIGHLIGHTS

Bike Austin and Bike
Austin Education Fund,
Executive Director, 2015-

American Diabetes
Association Central
Texas, Associate
Director of Special
Events, 2011-

Greater Austin Hispanic
Chamber of Commerce,
Director of Events and
Tourism, 2008-2011

Mercedes Feris

Executive Director



A longtime Austinite, Mercedes has years of experience in the Austin community. Mercedes offers multi-faceted experience with executive management of organizations. Her particular strengths include developing and implementing innovative programs and products and services; working with constituent groups including boards, committees, volunteers, and external audiences; and building and retaining exceptional teams and creating excellent work environments. Mercedes offers extensive knowledge of the local Austin market, contacts, and resources.

RELEVANT EXPERIENCE

BIKE AUSTIN EXPERIENCE, TX

Mercedes completed the merger of two organizations: Austin Cycling Association and Bike Austin. Mercedes helped grow membership from 450 to 1,000, and membership is on target to double again in 2017. Mercedes revamped online newsletters and alerts, and redesigned the information scope and content of website to make it a dynamic, authoritative knowledge resource about Bike Austin's work and the latest developments in active transportation. She also doubled event participation in two Bike Austin's signature events, and coordinated planning for publicity, marketing and promotion, and communications campaigns.

BIKE AUSTIN EDUCATION FUND, TX

For the Bike Austin Education Fund, Mercedes organized two Open Streets community events in underrepresented areas, established a cohesive relationship with the Austin Police Department on bicycle safety, and streamlined cadet education. She was integral in the recruitment, training, and maintenance of the League Certified Instructor's database.

EVENT MANAGEMENT WITH GREATER AUSTIN HISPANIC CHAMBER OF COMMERCE, TX

In her role as the Director of Events and Tourism, Mercedes designed, planned, coordinated, and executed over 100 events, including small networking events, galas, conferences, and golf tournaments. She coordinated services and logistics for all chamber events, and created promotional material with website developers and public relations teammates.

CENTRAL TEXAS TOUR DE CURE

With the American Diabetes Association of Central Texas, in the role of Associate Director of Special Events, Mercedes led efforts for the Central Texas Tour de Cure. She established a "New Ride" from inception in 2012 by utilizing City and corporate contacts to launch the first Central Texas Tour. Mercedes managed a volunteer committee on event logistics, and encouraged tour participants to raise funds through education and mission delivery to help reach their goals. Mercedes created marketing plans to bring exposure to event via social media, community calendars and in kind media sponsorship. She also leveraged sponsors to assist in word of mouth team recruitment. Mercedes is currently planning the conversion of the Tour de Cure from a single-day ride to a two-day ride.



PROFESSIONAL HIGHLIGHTS

Bike Austin, 2014-
“Challenge Coin” Award
from Austin Mayor Steve
Adler in recognition of
community organizing
efforts

Graduate, New Leaders
Council Austin inaugural
2016

Graduate, Midwest
Academy Organizing
for Social Change and
Advanced Organizing,
2013

Miller Nuttle *Education Director*



Miller coordinates advocacy efforts to promote all-ages and abilities bicycle and pedestrian infrastructure throughout Austin. Before coming to Austin, Miller worked for Transportation Alternatives in New York City, the Sierra Club and Green Corps. His experience includes managing advocacy, membership, and communications programs, overseeing volunteer-based campaigns, and working with grassroots organizations. He has launched bicycle- and pedestrian-focused programs that help increase active transportation mode share and help people decrease reliance on cars.

RELEVANT EXPERIENCE

THE EAST VILLAGE SHOPPERS STUDY, NEW YORK, NY

Miller, with Transportation Alternatives, authorized this study. The study surveyed over 400 New Yorkers on their transportation and spending habits, and demonstrated that those who rely on active and mass transit spent more at local businesses in New York’s East Village. Report available here: https://www.transalt.org/sites/default/files/news/reports/2012/EV_Shopper_Study.pdf

CAMPAIGN MANAGEMENT EXPERIENCE

At Bike Austin, Miller manages advocacy, membership, and communications programs. He led a successful campaign to secure over \$100 Million for bike paths, trails and sidewalks in a 2016 transportation bond. He has helped double the organization’s membership and raised over \$75,000 through major donor fundraising events and appeals

While at Transportation Alternatives, Miller served as Campaigns Director and oversaw Transportation Alternatives’ borough-based volunteer activist committees, running 15 grassroots organizing campaigns to transform New York City’s streets with better walking, bicycling and public transportation infrastructure. He led a structural transformation of Transportation Alternatives’ volunteer activist committees, focusing on leadership development, strategic organizing campaigns, efficient meeting structure and activist recruitment. Miller communicated campaign messages to the press, including the Daily News, AM NY, New York Times and Crain’s New York.

Miller oversaw Transportation Alternatives’ Bike Friendly Business program, a campaign to organize small business owners in support of safe bicycling infrastructure. Through his work, the program to over 300 participating businesses. He also launched Transportation Alternatives’ Bike Ambassador program, a team of street outreach organizers promoting bicycle infrastructure, bike share, and responsible bicycling behavior.

While at the Sierra Club, Miller, as Lead Organizer for the ReEnergize the Vote Campaign, coordinated the campaign on the University of Pittsburgh’s campus to boost student voter turnout. He recruited, trained and managed over 75 volunteers, registered 2,200 students to vote, and recruited 4,000 pledges to vote. He also built a coalition of diverse cultural and faith-based student groups to assist with voter registration efforts.

CLIENT REFERENCES



Go Programs, Chicago, IL

The Go Programs are individualized marketing campaigns aimed at helping Chicago residents walk, bike, and use transit more often. Alta is managing this campaign, which will reach 40,000 Chicago households in five neighborhoods by 2016. To date, the program has reached Bronzeville, Pilsen, Edgewater, and Albany Park residents with direct mail, customized resources, community outreach, custom events, and ongoing communications.

The outreach ambassadors we have hired from each neighborhood conduct meaningful one-on-one outreach, plan locally appropriate events, and serve as the face of the program. The guided walks, bike rides, and transit events celebrate the best of each community and its transportation options and have been quite popular. Highlights have included women's wellness walks in Bronzeville, the "Loop and Purl" crafting transit ride in Chicago's Loop, a glow-in-the-dark "Star Party" bike ride with a local astronomer, a community walk to play Loteria in Pilsen, and a world-flag-themed ride in international Albany Park.

Reference

Sean Wiedel, Assistant Commissioner, City of Chicago, (312) 744-8182, sean.wiedel@cityofchicago.org

IGO PILSEN!
EVENTOS DE JULIO DE 2014
¡CAMINE, ANDE EN BICICLETA Y TRANSPORTE CON NOSOTROS!

JULY 2014

S	M	T	W	T	F	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

VIERNES 11 DE JULIO 5:30pm
PASEO DE ARTE PÚBLICO con Zoraida Ortiz de Pison Blue Tour Via Café @ 2000 W. 18th St.
Visite sitios locales de arte público, pare en una tienda de libros popular por refrescos, y concluya el paseo visitando la noche de Callejero Segundo Viernes, Lucero, Cascarín, y botella de agua al momento sugerido.

SÁBADO 12 DE JULIO 7pm - 9pm
CACERÍA DEL TESORO EN BICICLETAS DE CICLOVAMOS Parque Drexel (dentro de la casa de campo) en 1129 W. Calleson
¿Cree que conoce Pilsen? ¿Qué tal hacerlo en bicicleta? Esta cacería del tesoro se realizará a lo largo y ancho de Pilsen y pondrá a prueba sus conocimientos locales presentándole acertijos y pistas mientras recorre algunos lugares populares y descubre escondites singulares.

DOMINGO 20 DE JULIO 2pm - 5pm
PASEO EN BICICLETA POR EL MERCADO AL JARDÍN Jardín (con La Huerta Roots & Rays Community Garden y Working Bikes) Mercado Comunitario de la Calle 18, Halsted y Calle 18.
¡Vea donde crecen sus alimentos! Recorran el Mercado Comunitario y paseen con nosotros en bicicleta hasta el Jardín Comunitario Roots & Rays de La Huerta. Después haremos una gira por el jardín donde veremos una máquina con pedales para hacer ricados y la nueva copia de bicicletas del jardín. Ambos fueron creados con recursos donados por Working Bikes, organización sin fines de lucro que promueve el uso de bicicletas.

SÁBADO 26 DE JULIO 11am - 3pm
GUÍA A PIE DE LOS MURALES Y DEMOSTRACIONES DE BICICLETAS EN LA FIESTA COMUNITARIA DEL NNHMA NNHMA @ 2852 W. 19th St.
Acompañemos en la Fiesta Comunitaria del NNHMA y disfrutemos de un paseo guiado por los murales con Volcán y Arts Block, demostraciones.





In Motion Programs, King County, WA

This community-based social marketing program is designed to reduce drive-alone trips in target King County communities by encouraging residents and employees to explore new travel options. Program participants receive helpful resources and support and earn rewards for recording their trips.

Alta has successfully planned, implemented, and evaluated nine In Motion campaigns to date, including Juanita In Motion (2010), South Park - White Center In Motion (2011), Squire Park - Swedish In Motion (2011), West Seattle In Motion (2012), the In Motion Multifamily Pilot Program (2013-14), North Seattle/Shoreline In Motion (2014), Mercer Island In Motion (2015), Duvall, Carnation, and Redmond Ridge In Motion (2015), and Ravenna-Bryant In Motion (2016).

Reference

Sunny Knott, King County Metro, sunny.knott@kingcounty.gov, (206) 263-6397





Drive Less Save More Individualized Marketing Programs, OR

In collaboration with the Oregon Department of Transportation and local partners, Alta led individualized marketing programs in five Oregon communities in two years. In 2014, Alta implemented a program in SouthTown, an overlooked neighborhood in the City of Corvallis, and a women and families program in Cedar Hills, a suburban community in the Portland metro area. Alta also led a campus-wide program at Southern Oregon University, reaching over 6,000 students. In 2015, Alta designed and carried out a city-wide program in Astoria and a neighborhood-based program in Salem. Alta also designed and ran a program for Portland Community College's Southeast campus. Overall these programs have reached over 23,000 individuals and have reduced drive-alone trips across the state.

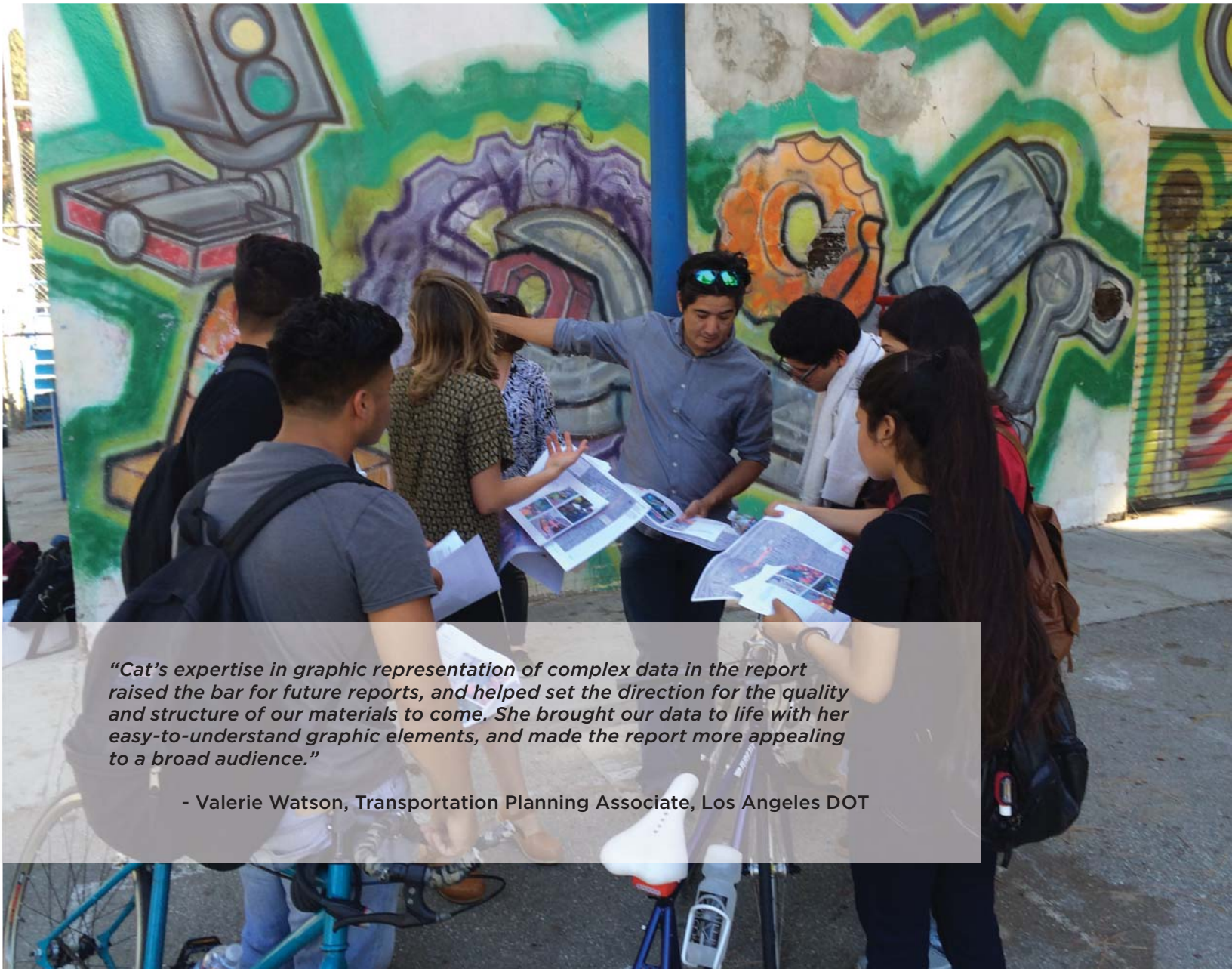
For the Astoria program, Alta designed, executed, and evaluated a 4,500 household city-wide individualized marketing program to encourage residents of Astoria to use transportation options. The program, which helped reduce drive-alone mode share 8.4 percentage points, exceeded the program goal of a 10% participation rate by 3.4%. Over the course of the program, 612 residents ordered custom Go Kits full of transportation resources and tools.

Reference

Shasia Fry, Transportation Options Specialist, Northwest Transportation Options, (503) 861-5360, Shasia@ridethebus.org



TAB 6. COST



"Cat's expertise in graphic representation of complex data in the report raised the bar for future reports, and helped set the direction for the quality and structure of our materials to come. She brought our data to life with her easy-to-understand graphic elements, and made the report more appealing to a broad audience."

- Valerie Watson, Transportation Planning Associate, Los Angeles DOT

		ALTA						CULTURAL STRATEGIES		BIKE AUSTIN					
	Corresponding RFP Section	Jessica Roberts Principal-in-Charge	Cathy Cjbor Project Manager	Hannah Crum Asst. Project Manager	Mike Sellinger GIS/Data Analyst	Cat Cheng Graphic Designer	Jung Lee Web Developer	Sebastian Puente/ Juan Tornoe CEO/CMO	Chris Cordova Community Engagement	Mercedes Feris Executive Director	Miller Nuttle GIS Planner	Outreach Ambassadors	Local Business Expenses* Printing, Incentives	Other Expenses Travel, Postage, Supplies	Task Budget
	2017 Hourly Rates	\$200	\$138	\$85	\$95	\$112	\$125	\$127.71	\$99.99	\$34.38	\$26.44	\$25			
Task 1: Planning and Development															\$45,088.40
Kickoff Meeting	3.1.2	10	12	12				4	4	4	4			\$2,200	\$8,030.08
Approach and Resource Plan	3.1.1.1, 3.1.1.2	4	12	24				4		4					\$5,144.36
Team Recruitment, Training	3.1.1.3, 3.1.1.4	4	16	48						12	32			\$3,400	\$11,746.64
Ongoing Meetings, Project Management	N/A	12	60	48				24	12	24	12				\$20,167.32
Task 2: Community Outreach and Marketing															\$18,589.12
Stakeholder Engagement	3.2.2.2	4	8	8				48	64						\$15,113.44
Community Outreach, Marketing Plan	3.2.2.1, 3.2.2.3, 3.2.2.4	8	12	20	8			36	40	2	4				\$14,487.68
Translation, Coordination	3.2.2.5			8				8	24						\$4,101.44
Task 3: Data Strategy															\$8,468
Data Strategy Plan, Survey Development	3.3.1	6	24	36		8									\$8,468
Task 4: Collateral and Events Planning															\$79,178.88
Collateral/Incentive Development, Print Management	3.4.1.1, 3.4.1.2, 3.4.1.3, 3.4.1.4, 3.4.1.5	4	24	120		200							\$29,000		\$65,712
Event Planning	3.4.1.6, 3.4.1.7	2	12	24						8	36				\$5,322.88
Database Development, Web Updates	N/A		8	24			40								\$8,144
Task 5: Program Launch															\$66,116.20
Fulfillment, Events, Outreach, Communications	3.5.1		32	64					16	36	172	1520		\$10,875	\$66,116.20
Task 6: Wrap-Up															\$19,732.74
Wrap-Up, Survey Implementation, Debrief	3.6.1.1, 3.6.1.2, 3.6.1.4	2	14	28				6	4	2	4				\$6,052.74
Data Clean Up, Data Analysis, Final Report	3.6.1.3	2	16	56	24	36									\$13,680
Task 7: Continuing Support															\$19,424.56
Continuing Evaluation	3.7.1.1	4	32	48	32										\$12,336
Periodic Outreach, Events Planning	3.7.1.2	4	16	32						4	16	32			\$7,088.56
Total Hours		66	298	600	64	244	40	130	164	96	280	1552	\$29,000	\$16,475	\$256,597.90

Grey columns represent local business commitments (41% of the total budget).

TAB 7. EXCEPTIONS TO THE PROPOSAL



"This program is perfect, and it's here at the right time because whether or not people here realize it, we're quickly approaching a point where something has to give."

- Women's Day Walk attendee and Mercer Island In Motion participant

ATTACHMENT A



CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

Solicitation Number: 2400 MMO0302

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Place this attachment in Tab 7 – Exceptions to your Proposal. Copies of this form may be utilized if additional pages are needed.

☐ Accepted as written.

☒ Not accepted as written. See below:

Indicate:

- ☒ **0300 Standard Purchase Terms & Conditions**
☐ **0400 Supplemental Purchase Provisions**
☐ **0500 Scope of Work**

Page Number	Section Number	Section Description
8	31.B	Indemnity

Alternative Language:

1. Strike "DEFEND (AT THE OPTION OF THE CITY)"
2. Strike "DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING" and replace with "FOUND TO BE CAUSED"
3. Strike "AGENTS"
4. Insert "NEGLIGENT" before "PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS .."

Justification:

1. The duty to defend is a separate and distinct obligation from indemnification. The requirement to defend is vague and may result in extremely expensive liability.
2. Clarifying the breadth of the obligation.
3. Agents are unknown and unnamed, cannot be insured, thus, problematic to indemnify.
4. Without this qualifier, the indemnification obligation is broader than insurance will cover which is not in the best interest of both parties.

ATTACHMENT A



CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

Solicitation Number: 2400 MMO0302

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

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☐ Accepted as written.

☒ Not accepted as written. See below:

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
☒ **0400 Supplemental Purchase Provisions**
☐ **0500 Scope of Work**

Page Number

1

Section Number

B i (1) (b)

Section Description

30 Days notice

Alternative Language:

Strike entire requirement

Justification:

WC insurance carrier will not provide 30 days notice of cancellation to additional insured.
 As an alternative, Alta (CONTRACTOR) will provide 30 days notice to the City.

ATTACHMENT A



**CITY OF AUSTIN
PURCHASING OFFICE
EXCEPTIONS**

Solicitation Number: 2400 MMO0302

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Place this attachment in Tab 7 – Exceptions to your Proposal. Copies of this form may be utilized if additional pages are needed.

☐ Accepted as written. ☒ Not accepted as written. See below:

Indicate:

- ☐ 0300 Standard Purchase Terms & Conditions
☒ 0400 Supplemental Purchase Provisions
☐ 0500 Scope of Work

Page Number	Section Number	Section Description
2	B iv.	Media Professional Liability

Alternative Language:

Strike entirely - or alternatively replace with Professional Liability Insurance.

Justification:

Media Professional Liability Insurance does not cover services that align with Alta (CONTRACTOR's) professional services. Therefore, the contractor does not carry it. Instead we carry Professional Liability Insurance which covers the following:

Professional Liability policy covers wrongful acts resulting from CONTRACTOR's Professional Services.

· Wrongful act means an error, omission or other act that causes liability in the performance of professional services for others.

· Professional Services are defined as "those services that the Insured performs for others on behalf of a Named Insured in the Insured's practice as an architect, engineer, interior designer, land surveyor, LEED green building program consultant, landscape architect, construction manager, scientist, technical consultant and Urban Planner."

G. ADDENDUMS



ADDENDUM CITY OF AUSTIN, TEXAS REQUEST FOR PROPOSALS SMART TRIPS PROGRAM

Solicitation: MMO0302

Addendum No: 1

Date of Addendum: February 7, 2017

This addendum is to incorporate the following changes to the above referenced solicitation:

1. Questions and Answers.

- (Q1) Please confirm the combined MBE/WBE requirement is .55% (not 55%).
- (A1) For this procurement, the Small and Minority Business Resources Department (SMBR) established Annual/Project Participation Goals of .55% Combined MBE/WBE. Further information about how this impacts the Solicitation and resulting Contract can be found in the Solicitation document titled "MMO0302 – MBE/WBE Procurement Program Package" or by contacting SMBR at 512-974-7600.
- (Q2) What level of responsibility will the Contractor have for events and outreach?
- (A2) The Contractor shall have the majority of the responsibility for events and outreach. As noted in the solicitation, the Contractor can expect the City to host at least two events per month at no cost to the Contractor. The City would like Offerors to present how you will develop the events and outreach with local organizations as formal or informal partners. The City's expectation is for Offerors to propose to host and run additional events beyond the two that the City will provide.
- (Q3) Clarify the training program requirement (Task 3.1.1.4). Specifically, what will the Contractor be responsible for?
- (A3) The City anticipates that the Offeror will incorporate into their proposal their interpretation of what is needed for a Smart Trips team member to be successful (assuming their responsibility includes outreach, in-person delivery of materials, answering travel questions from the community, database documentation, etc.). The Contractor shall develop training guidelines based on the desired success of the Smart Trips team members. Offerors can assume that the City Team has two staff members who are trained in motivational interviewing and who can conduct training to the Smart Trips team, if needed.
- (Q4) Regarding Tab 6 (Cost), the RFP asks for a "total project cost schedule" – can you clarify what this means? Will it be sufficient if we provide a separate project budget and schedule?
- (A4) The total project cost schedule shall identify a total project cost, which shall include a summary of costs by task.
- (Q5) Do 501(c)3 organizations count towards the Local Business Presence points?
- (A5) Any proposed subcontractors located within the Austin Corporate City Limits will be factored into the evaluation of Local Business Presence.
- (Q6) Has there been a presentation to City Council or any committee or advisory group on Smart Trips outcomes for Phase 2? If so, is the presentation or report available for review?
- (A6) The report for Smart Trips Phase 2 is anticipated to be available online at <http://austintexas.gov/page/smarttrips> by 2/8/17. A memo sent to City Council and the Mayor last year regarding Smart Trips is hereby incorporated into the solicitation as Attachment B for reference. In addition, Smart Trips results will be presented to the Capital Metro board during its March 27, 2017 meeting. The meetings are recorded and accessible for viewing.
- (Q7) Which neighborhood do you plan to reach during this effort?

- (A7) The specific neighborhood for this phase is to be determined, but it will be in the Central Austin area and will include roughly 10,000 households.

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

APPROVED BY:


Marian Moore, Buyer II
Purchasing Office, 512-974-2062

2-7-17
Date

ACKNOWLEDGED BY:

Katie Mangle

Name



Authorized Signature

2/7/17

Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your response.
Failure to do so may constitute grounds for rejection.



**ADDENDUM
CITY OF AUSTIN, TEXAS
REQUEST FOR PROPOSALS
SMART TRIPS PROGRAM**

Solicitation: MMO0302

Addendum No: 3

Date of Addendum: February 16, 2017

This addendum is to incorporate the following changes to the above referenced solicitation:

1. **Correction:** This addendum replaces Addendum 2, which was not signed by the Buyer. Addendum 2 does not need to be signed and returned.
2. **Clarifications:** The Solicitation's Section 0600 - Proposal Preparation Instructions incorrectly stated Tab 2 - D. Section 0815 – Living Wage Contractor Certification.

The correct form indicated on Tab 2 – D. is *Section 0800 – Non-Discrimination and Non-Retaliation Certification*.

The Solicitations Section 0600 – Proposal Preparation Instructions has been updated to show the correct form for Tab 2 - D.

3. **Questions and Answers:**

- (Q1) Who were the incumbent contractors for the contract in Phases 1 and 2 and who was the subcontractor or vendor, if different, for the evaluation survey? Please include contract.
- (A1) Contract information is accessible online for public viewing via the City of Austin Contract Catalog at www.austintexas.gov/financeonline/contract_catalog. A key word search will lead you information for all purchases related to "Smart Trips".
- (Q2) I see there is a hotline/call line. Is managing the line a contractor responsibility? If so, please provide a representative monthly report with call volume and topics.
- (A2) The Contractor shall be responsible for managing the call line. The call history from Phase 2 is not available in a report format. Calls for the Smart Trips Program are mostly outbound and most inquiries come in via email.
- (Q3) The time frame and dates for the project were not defined specifically. Please provide an estimated number of months for the project and particularly, Program Delivery Task Section 3.5.
- (A3) The Phase 3 active program launch will be in September, October, November. The intention is for the Contractor to get on board as soon as possible to meet this timeline (3 – 4 months of planning). The City also anticipates that the Contractor will take a couple of months after the program for post-program data collection and wrap-up.
- (Q4) In the previous phases, did the City do any bilingual outreach?
- (A4) Yes. A requirement for the new agreement is to include materials in both English and Spanish. The City may request materials in additional languages in the future.
- (Q5) Can you confirm that the maximum project budget is \$300,000?
- (A5) The City's budget for the first Contract year is \$300,000 for Phase 3 of the Smart Trips Program. Offerors may opt to submit optional tasks and deliverables for anything exceeding \$300,000.

- (Q6) Do you have any idea where Phase 3 is going to take place?
 (A6) The general idea is that Phase 3 will be somewhere in Central Austin. The geographic area will likely coincide with the City Active Transportation group's Big Jump initiative. Phase 3 will include roughly 10,000 households.
- (Q7) Will work for the initial term of the contract involve the same neighborhood for both years, or will there be two different neighborhoods targeted each year?
 (A7) The City anticipates focusing on a different neighborhood each Contract year.
- (Q8) Will you provide evaluation results post-award to see how each proposer landed?
 (A8) The evaluation scoring will be included in a correspondence to all respondents to the solicitation after the evaluation team has completed their process and a recommendation has been put forth for contract award.
- (Q9) Which data collection tools or applications were used in Phases I and II as described in Section 3.3.1 of the RFP?
 (A9) Phases I and II included mail and online surveys. Please see the attached for a form from Phase II. The database was a proprietary system developed by the previous Contractor using Fuel CMS. Offerors can propose to improve the database or move to a new system altogether.
- (Q10) Is the cost of the hotline a responsibility of the contractor? What are the annual costs for maintaining the phone line?
 (A10) No. The City can provide a hotline number.
- (Q11) Is the City open to a different method of connecting with people besides the hotline?
 (A11) Yes. Offerors can propose alternative methods of connecting with people besides the hotline.
- (Q12) Do exceptions to the Section 0300 Standard Purchase Terms & Conditions need to be included in a response?
 (A12) Yes. If an Offeror takes exception to any of the solicitation terms and conditions, the exceptions need to be outlined in Attachment A – Exceptions Form. Solicitation documents which are incorporated by reference (identified with an * on Page 2 of the Offer Sheet) are available at http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

4. **Additional Information:** The sign-in sheet for the pre-proposal conference is attached.

5. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

APPROVED BY:


 Marian Moore, Buyer II
 Purchasing Office, 512-974-2062

2-16-17
 Date

ACKNOWLEDGED BY:

Katie Mangle

 Name



 Authorized Signature

2/16/17
 Date



**ADDENDUM
CITY OF AUSTIN, TEXAS
REQUEST FOR PROPOSALS
SMART TRIPS PROGRAM**

Solicitation: MMO0302

Addendum No: 4

Date of Addendum: February 21, 2017

This addendum is to incorporate the following changes to the above referenced solicitation:

1. Questions and Answers:

- (Q1) The Smart Trips pilot program had a parallel emphasis on physical activity and healthy living. Do you expect the Contractor to continue with that theme?
- (A1) Yes. Offerors can articulate how an emphasis on physical activity and healthy living will be included in the proposal.
- (Q2) Addendum 3 states Central Austin as the general area of the project, but a City employee stated "likely East Austin" at the Pre-Proposal meeting. Please clarify.
- (A2) Please refer to the response in Addendum 3.
- (Q3) The MBE/WBE Procurement Program document references a few times that the MBE/WBE Compliance Plan needs to be submitted prior to the proposal due date. However, on page 1 of the Proposal Preparation Instructions, Offerors are instructed to include the Compliance Plan with the proposal. Please confirm when the Compliance Plan is due.
- (A3) The Compliance Plan should be included with the Proposal as indicated in the Proposal Preparation Instructions. No late offers will be accepted.

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

APPROVED BY:

Marian Moore, Buyer II
Purchasing Office, 512-974-2062

2-21-17

Date

ACKNOWLEDGED BY:

Katie Mangle

2/21/17

Name

Authorized Signature

Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your response.
Failure to do so may constitute grounds for rejection.

B. LOCAL BUSINESS PRESENCE IDENTIFICATION FORM

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Alta Planning + Design, Inc.	
Physical Address	711 SE Grand Avenue, Portland, OR 97214	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<input checked="" type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<input checked="" type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Cultural Strategies, Inc.	
Physical Address	600 Congress Avenue, 14th Floor, Austin, TX 78701	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Bike Austin	
Physical Address	1000 Brazos Street, Suite 100, Austin, TX 78701	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

C. REFERENCE SHEETS

Section 0700: Reference Sheet

Responding Company Name Alta Planning + Design

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Chicago
 Name and Title of Contact Sean Wiedel, Assistant Commissioner at Chicago Department of Transportation
 Project Name Chicago Individualized Marketing Program
 Present Address 30 N. LaSalle Street, 11th Floor
 City, State, Zip Code Chicago, IL 60602
 Telephone Number (312) 744-8182 Fax Number ()
 Email Address sean.wiedel@cityofchicago.org

2. Company's Name King County Department of Transportation (Washington)
 Name and Title of Contact Sunny Knott, Transportation Planner
 Project Name King County In Motion Programs
 Present Address 201 S Jackson Street
 City, State, Zip Code Seattle, WA 98104
 Telephone Number (206) 263-6397 Fax Number ()
 Email Address sunny.knott@kingcounty.gov

3. Company's Name Northwest Transportation Options
 Name and Title of Contact Shasia Fry, Transportation Options Specialist, Sunset Empire Transportation District
 Project Name Oregon Department of Transportation Individualized Marketing - Drive Less Save More: Astoria
 Present Address 900 West Marine Drive
 City, State, Zip Code Astoria, OR 97103
 Telephone Number (503) 861-5360 Fax Number ()
 Email Address Shasia@ridethebus.org

D. NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 15th day of February, 2017

CONTRACTOR

Alta Planning + Design

Authorized
Signature



Title

Katie Mangle, Vice President

E. NON-RESIDENT BIDDER PROVISIONS

Section 0835: Non-Resident Bidder Provisions

Company Name Alta Planning + Design

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: non-resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: Oregon

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: n/a



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

March 10, 2017

Katie Mangle
Vice President
Alta Planning + Design, Inc.
711 SE Grand Avenue
Portland, OR 97214
westbids@altaplanning.com

Dear Ms. Mangle:

Thank you for submitting your Offer for RFP MMO0302, Smart Trips Program for the City of Austin's Transportation Department.

The evaluation team is coming to a close on the review and evaluation of the Offers received for this solicitation. However, further clarification to your Offer is requested. This information is to complete the evaluation process.

Please elaborate on your firm's proposal. Below is the information that we need the clarification on.

1. How will your firm ensure timely fulfillment of deliverables on evenings and weekends with only two full time staff members?
2. Please clarify what is included in "other expenses" on your price proposal.
3. Please clarify whether your firm will conduct a follow-up survey with past Smart Trips participants (Pilot and Phase 2)?
4. Please clarify what types of reporting is proposed for health and community impacts of the program.
5. Please clarify whether your proposal includes the bilingual staff member updating marketing materials into Spanish as part of the proposed project budget.
6. If you conduct a door-to-door campaign, can it be designed to increase overall household participation to 10% or more? If so, how much will that campaign cost in addition to the submitted budget. In this scope, please articulate how the door-to-door campaign will meet a specific target participation rate.
7. On the compliance plan submitted by your firm, you indicated a total cost amount of \$271,711.34, however, on the price proposal the total cost amount is listed as \$256,597.90. Please clarify the correct amount and identify the discrepancy.

Response is due via email to marian.moore@austintexas.gov no later than Monday, March 13, 2017 by close of business.



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

Questions concerning this request should be directed to Marian Moore at 512-974-2062 or marian.moore@austintexas.gov.

Sincerely,

Marian Moore
Buyer II
City of Austin
Purchasing Office

Austin Smart Trips Proposal – Follow-Up Questions – Alta Planning + Design

1. How will your firm ensure timely fulfillment of deliverables on evenings and weekends with only two full time staff members?

We have found success in hiring one full-time outreach person for target areas of approximately 3,000-5,000 households and two full-time outreach staffers for target areas of 7,500-10,000 households. We have found that the spike in fulfillment and delivery occurs near the beginning of the program when the initial order form mailers are sent. This can cause a brief bottleneck in the fulfillment and delivery, and so we employ other methods to alleviate this crunch. For example, a pre-program postcard with an “early bird” invitation allows us to get a head start on packet fulfillment. Dividing the mailers into two or more waves is another helpful option. As a third strategy, we have included additional 80 staff hours to hire temporary staff to help specifically with fulfillment and delivery during the busiest weeks.

Further, we often find that the workload of the outreach ambassadors decreases as the program progresses and requests for packets slow down, even with events and follow-up communications. For this reason and to be most efficient with our client’s funds, we do not typically hire three full-time outreach staff for a target area this size for the full length of the program. However, we know that the City has their own experience hiring outreach staff for the tasks of fulfillment, delivery, and follow-up phone calls, so if the City prefers three full-time outreach staff and feels this is the appropriate level, the remaining budget up to \$300,000 will allow for three total staff. We are confident we could make good use of the additional outreach staff time if the City prefers and is comfortable with that level of investment.

2. Please clarify what is included in “other expenses” on your price proposal.

We have two classes of expenses for this price proposal. The first are those that we commit to servicing through local vendor, including printing and incentives. We estimate the cost of these expenses to be \$29,000. The other expenses are those for which we cannot assume credit for local vendors, including the following:

- Postage – for outgoing direct mail and incoming business reply mail; estimated at \$6,675
- Travel expenses – for Alta for key meetings with the City, as well as hiring, training, and project oversight; estimated at \$7,300
- Miscellaneous project implementation supplies – such as community event tabling fees, docent/service provider compensation for events, event equipment (table/chairs/pop-up tent, broadband wifi access for trip planning), car rental for events or hauling materials, outreach supplies (props/activities, office supplies, uniforms); estimated at \$2,500

3. Please clarify whether your firm will conduct a follow-up survey with past Smart Trips participants (Pilot and Phase 2)?

The RFP did not include an in-depth description about what type of follow-up the City wanted, so we assume that the City will want to develop this task in collaboration with us during negotiation, should our team be selected. Based on the information we have at present, we assume that the purpose of Task 7 (Continuing Support) is to a) determine the longer-term impact of the program, and b) continue to support residents of past target areas in long-term transportation behavior change. We therefore assume that a follow-up survey will be an important part of this task. At this time, we assume the development and analysis of a short online survey, promoted via email (as we have not included print or mail costs) based on questions from the original surveys (to increase rates of participation and allow for comparison to past surveys). We acknowledge that the time and expenses required for this task may change depending on the City's vision for follow-up, analysis, and reporting, and we look forward to discussing this further.

4. Please clarify what types of reporting is proposed for health and community impacts of the program.

Having run and evaluated Smart Trips programs for nearly a decade, Alta has come to the conclusion that too narrow a focus on mode shift/vehicle miles reduced is not telling the full story of the impact of a Smart Trips program. Improved health and wellness is part of the "untold story." We have been developing two ways to tell that story: one is a technical model grounded in health research, while the other is based on participants' self-reported changes in health.

As a quantitative measure, Alta has been working with the Oregon Health Authority and the Oregon Department of Transportation on a version of the Integrated Transport and Health Impact Modelling Tool (ITHIM) that has been modified for use with Smart Trips/individualized marketing programs. ITHIM assesses the health impacts of increased physical activity that was caused by the program. The model inputs include mode split, trip purpose, age, and trip distances. The model outputs include increased transportation-related physical activity, reductions in premature death and disability adjusted life years, and the annual value of improved health outcomes. The ITHIM model must be seeded with appropriate state and county-level statistics in order to work, and our Health and Equity team (led by Masters in Public Health) is trained and able to take on this model setup if this is of interest to the City.

We can also use self-reported health outcomes to tell a more nuanced story about the impact of a Smart Trips program. Survey questions can ask about new healthy habits (such as types of trips now routinely made on foot and by bicycle), increased minutes of physical activity (which can be compared to CDC daily physical activity recommendations), feelings of physical and mental health, and connectedness to community (which we know to be an important part of health and wellness). Again, Alta's MPH-led public health team assist us routinely with evaluation and in making sure our work is grounded in health evidence.

5. Please clarify whether your proposal includes the bilingual staff member updating marketing materials into Spanish as part of the proposed project budget.

Yes, if Spanish is selected (in addition to English) for this year's target area, we have provided sufficient budget for our subconsultant Cultural Strategies to translate the initial marketing materials into Spanish. They will further be prepared to conduct stakeholder work in Spanish, or bilingual in both Spanish and English, if appropriate.

We further recommend hiring native-speaker bilingual outreach ambassadors if the selected target area has significant representation of Spanish (or another language). In other programs, we have found that having our bilingual outreach staff translate ongoing communications, such as emails and newsletters, gives them more ownership of the program and allows the communications to be more personal and effective.

During Task 2 (Community Outreach and Marketing), our GIS analyst will examine linguistic and ethnic demographics, differentiating between other languages spoken and Limited English Proficiency households. If many people do not speak English then providing bilingual outreach staff is essential. Even if most households speak English, however, there may be important cultural reasons to make sure we have bilingual outreach staff. This will be important, for example, if we identify opportunities to make presentations or co-host events with groups whose members ordinarily communicate in multiple languages. Many of our Smart Trips programs have been multilingual in some form - some fully bilingual, meaning that all material and outreach is conducted equally in Spanish and English. We look forward to getting to know the target area and responding with a program that serves and welcomes them.

6. If you conduct a door-to-door campaign, can it be designed to increase overall household participation to 10% or more? If so, how much will that campaign cost in addition to the submitted budget? In this scope, please articulate how the door-to-door campaign will meet a specific target participation rate.

Our Smart Trips programs typically see participation rates of 10% or more. In fact, the average participation rate for Alta-led programs is 13%. We typically do this through a combination of direct mail, community outreach, and community media, without needing an expensive door-to-door approach. We can employ strategies specifically designed for escalating efforts to meet participation goals, such as early-bird incentives and referral programs.

We recommend taking advantage of deliveries as an opportunity to have doorstep conversations with participants who are home, to answer their questions and use motivational interviewing techniques to help them develop next steps for behavior change. We also find that by making deliveries visible (e.g., using a branded bike trailer or having ambassadors wear brightly colored, branded t-shirts) we discover other outreach opportunities - other neighbors see us and want to know about the program and how to get involved.

A door-to-door program approach is another strategy for engagement, which can lead to a similar number of participants but would require a smaller target area in order for all households to be reached (or attempted to be reached). Direct mail offers a larger reach for the cost, typically with a lower opt-in rate. In other words, for the same cost as the scoped campaign, we could start with a smaller target area, conduct a door-to-door campaign, and likely receive the same number of engaged participants.

If it is important for the City to have a target area of 10,000 households, we recommend sticking with a mail-based campaign supplemented by community outreach/media and doorstep conversations during deliveries. Through this approach, it is our goal to engage at least 10% or 1,000 participants. If the City would prefer to be able to report a higher participation rate (say 15-25%) but achieve the same number of participants (approx. 1,000), then we recommend reducing the target area size to about 5,000 and leading with a door-to-door approach. We expect that this could be done within the same budget.

- 7. On the compliance plan submitted by your firm, you indicated a total cost amount of \$271,711.34, however, on the price proposal the total cost amount is listed as \$256,597.90. Please clarify the correct amount and identify the discrepancy.**

\$271,711.34 is the correct budget figure. The discrepancy arose when our proposal coordinator cross-referenced the wrong budget cell while completing the total cost field of the price proposal.

F. MBE/WBE PROCUREMENT PROGRAM COMPLIANCE PLAN

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goals

Project Name	Smart Trips Program
Solicitation Number	RFP 2400 MMO0302

Project Goals or Subgoals	
Combined MBE/WBE	0.55 %
MBE	%
African American	%
Hispanic	%
Asian/Native American	%
WBE	%

Section II — Bidder Company Information

Company Name	Alta Planning + Design	
Address	711 SE Grand Avenue	
City, State Zip	Portland, OR 97214	
Phone	(503) 230-9862	
Fax	(503) 230-9864	E-Mail westbids@altaplanning.com
Name of Contact Person	Jessica Roberts	
Is your company registered on Vendor Connection?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor Code <u>ALT8310922</u> If No, please note: All vendors; subcontractors and consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm	
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please indicate: MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>	

I certify that the information included in this *MBE/WBE Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *MBE/WBE Compliance Plan* shall become a part of my contract with the City of Austin.

Katie Mangle, Vice President

Name and Title of Authorized Representative

Katherine Mangle

Signature

2/15/17

Date

For City of Austin SMBR Use Only:

I have reviewed this Compliance Plan and found that the Bidder **HAS** ☒ **HAS NOT** ☐ complied as per the City Code Chapter 2-9C through GFE.

Reviewing Counselor

Date

I have reviewed this Compliance Plan and have found the Bidder **COMPLIANT** ☒ **NON-COMPLIANT** ☐

Director / Assistant Director

Date

Appendix A

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each subcontractor listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- Goal percentages should be based on the Base Bid amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If bidder is a certified M/WBE, include participation details in the Bidder box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? (If no, attach documentation of Good Faith Efforts) Yes ☒ No ☐

PROPOSED PARTICIPATION GOALS

Use this section to calculate participation.

Include all details including the total dollar amount and percentage for each category where applicable.

MBE/WBE Project Goal		Bidder Participation Goal	
African American	%	\$	%
Hispanic	%	\$	%
Asian/Native American	%	\$	%
WBE	%	\$	%
MBE	%	\$	%
MBE/WBE Combined	.55 %	\$ 33,000.66	12 %
Non-Certified	49,503.68	\$ 78,503.68 82,503.68	18 %
Total Subcontractor Amount		\$ 111,180.16 71,504.54	4 %
Bidder's Own Participation (less any subcontracted amount)		82,503.68 #5	30 %
Are you counting your own participation toward the goals? (if yes, indicate below)		ADTS: Change by SMBR 189,207 dve ERROR by Prime	59 %

Base Bid Amount (Subs + Bidder amount)

Change by SMBR
\$ 271,711.34
271,711.34 100 %

For SMBR Use Only:

Verified participation for each category:

African-American _____ % Hispanic _____ % Asian/Native American _____ % WBE _____ %

MBE _____ % WBE _____ % Combined MBE/WBE _____ %

Prime _____ % Non-Certified _____ %

Appendix A

Section IV — Disclosure of MBE and WBE Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE certified Firms as registered with City of Austin Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	Cultural Strategies, Inc. <i>verified</i>	
City of Austin Certification Data	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity: Hispanic	
Vendor Code	VS0000024713	
Address/ City / State / Zip	600 Congress Avenue, 14th Floor, Austin, TX 78701	
Contact Person & Phone #	Juan Tornoe (512) 501-4971 x 702	
Fax & Email Address	jtornoe@cultural-strategies.com (fax: n/a)	
Commodity Codes	915, 918, 920, 924, 952, 961, 962, 965, 966	
Commodity Codes Descriptions	See following page	
Amount of Subcontract	\$ 33,000.66	12 %

Name of MBE/WBE Certified Firm		
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%

Name of MBE/WBE Certified Firm		
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%

Name of MBE/WBE Certified Firm		
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%

SUBCONSULTANT COMMODITY CODES AND DESCRIPTIONS

Cultural Strategies

- » 915: Communications and Media Related Services
- » 918: Consulting Services
- » 920: Data Processing Services and Software
- » 924: Educational Services
- » 952: Human Services
- » 961: Miscellaneous Services, No. 1 (Not Otherwise Classified)
- » 962: Miscellaneous Services, No. 2 (Not Otherwise Classified)
- » 965: Printing Preparations: Etching, Photoengraving
- » 966: Printing and Related Services

Bike Austin

- » 915: Communications and Media Related Services
- » 924: Educational Services
- » 948: Health Related Services
- » 958: Management Services
- » 961: Miscellaneous Services, No. 1 (Not Otherwise Classified)
- » 962: Miscellaneous Services, No. 2 (Not Otherwise Classified)

Section V — Disclosure of Non-Certified Subcontractors (Duplicate as Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Are Goals Met? Yes ☒ No ☐ If no, state reason(s) below and attach documentation:

Name of Non-Certified Subcontractor	Bike Austin <i>Veronica</i>	
Vendor Code	AUS8321800	
Address/ City / State / Zip	1000 Brazos Street, Suite 100, Austin, TX 78701	
Contact Person & Phone #	Mercedes Feris (512) 587-8136	
Fax & Email Address	mercedes@bikeaustin.org, fax: n/a	
Commodity Codes	915, 924, 948, 958, 961, 962	
Commodity Codes Descriptions	See previous page	
Amount of Subcontract	\$ 49,503.68	18 %
Reason Certified Firm not used		
Name of Non-Certified Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason Certified Firm not used		
Name of Non-Certified Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Reason Certified Firm not used		
Name of Non-Certified Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Reason Certified Firm not used		

Appendix A

Section VII — MBE/WBE Compliance Plan Check List

Is the stated project goal of the solicitation met?

Yes ☒ No ☐*(If no, complete and submit Section VIII Compliance Plan Check List)*

If the goals or subgoals were not achieved, all questions in Section VIII **must** be completed and **Good Faith Efforts documentation must be submitted with the MBE/WBE Compliance Plan**. The completion and submission of this form is not required if the above question is answered *Yes*.

Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals?		
• Copy of written solicitation sent to MBE/WBEs in SLBP area 7 business days prior to the submission of this Compliance Plan	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Two separate methods of notices sent to MBE/WBEs in SLBP area Indicate notice types: fax transmittals emails phone log letters	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Copy of advertisements placed in local publication	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Copy of notices sent to Minority and Women organizations	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Documentation that demonstrates additional GFEs: <ul style="list-style-type: none"> ○ Efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor ○ Efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services ○ Efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice 	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Were additional elements of work identified to achieve the goals or subgoals?

Yes ☐ No ☐

If yes, please explain: _____

Was SMBR contacted for assistance?

Yes ☐ No ☐

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

Were Minority or Women organizations contacted for additional assistance?

Yes ☐ No ☐

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request: _____

Appendix A

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each subcontractor listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- Goal percentages should be based on the Base Bid amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If bidder is a certified M/WBE, include participation details in the Bidder box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? (If no, attach documentation of Good Faith Efforts) Yes ☒ No ☐

PROPOSED PARTICIPATION GOALS

Use this section to calculate participation.

Include all details including the total dollar amount and percentage for each category where applicable.

MBE/WBE Project Goal		Bidder Participation Goal	
African American	%	\$	%
Hispanic	%	\$	%
Asian/Native American	%	\$	%
WBE	%	\$	%
MBE	%	\$	%
MBE/WBE Combined	.55 %	\$ 33,000.66	12 %
Non-Certified		\$ 49,503.68	18 %
Total Subcontractor Amount		\$ 111,180.16	30 %
Bidder's Own Participation (less any subcontracted amount) Are you counting your own participation toward the goals? (if yes, indicate below) <input type="checkbox"/> AA <input type="checkbox"/> HIS <input type="checkbox"/> A/NA <input type="checkbox"/> WBE <input type="checkbox"/> MBE		\$ 189,207	70 %

Base Bid Amount (Subs + Bidder amount)

\$ 271,711.34

100 %

For SMBR Use Only:

Verified participation for each category:

African-American _____ % Hispanic _____ % Asian/Native American _____ % WBE _____ %

MBE _____ % WBE _____ % Combined MBE/WBE _____ %

Prime _____ % Non-Certified _____ %

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-208865

Date Filed:
05/17/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Alta Planning + Design, Inc.
Portland, OR United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

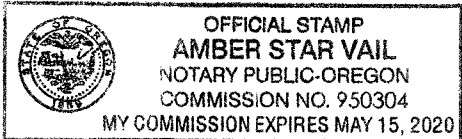
MA 2400 NA170000145
Smart Trips Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hondorp, Brett	Oakland, CA United States	X	
	Hudson, George	Tallahassee, FL United States	X	
	Jones, Michael	Oakland, CA United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Carolee

Vice President, as duly authorized

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Carolyn Sullivan, this the 17 day of may, 2017, to certify which, witness my hand and seal of office.

Amber Vail

Signature of officer administering oath

Amber Vail

Printed name of officer administering oath

Notary Public/Admin

Title of officer administering oath mgr

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Marian Moore / 512-974-2062	PM Name/Phone	Tien-Tien Chan / 512-974-7939
Sponsor/User Dept.	Transportation	Sponsor Name/Phone	
Solicitation No	RFP MMO0302	Project Name	Smart Trips Program
Contract Amount	\$1,500,000	Ad Date (if applicable)	1/23/2017
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
This solicitation is for citizen outreach in a targetted neighborhood to encourage alternative transportation to reduce traffic patterns. It will be performed in conjunction with CapMetro.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Phase I was completed through Sustainability, Phase II was under NA160000051			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
91896 (85%), 96600 (5%), 9155852 (5%), 03752 (5%)			
Marian Moore		1/13/2017	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	1/13/2017	Date Assigned to BDC	1/13/2017
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input checked="" type="checkbox"/> Goals	0.55% MBE / <i>WBE combined</i>	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|--|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are 38 MBE/WBEs available

Subcontracting Opportunities Identified

There are subcontracting opportunities, goal recommended

Arturo Salinas

SMBR Staff

Signature/ Date

Arturo Salinas

1/17/17

SMBR Director or Designee

Date

[Signature]

1/18/17

Returned to/ Date: